



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, April 6, 2010

- 1 Call to Order**
- 2 Roll Call**
- 3 Pledge of Allegiance**
- 4 Presentations**
 - 4.a Proclamation - April 2010 is Water Conservation Month
Ed Hernandez, Director South Florida Water Management District
 - 4.b Promotion of Derrick Murray to Public Works foreman.
 - 4.c Certificate of Completion to be awarded to Mayor Ross for completion
of the Institute for Elected Municipal Officials training.
 - 4.d 2010 Florida Legislative Session - Tallahassee, FL
Mayor Ross and Village Manager Ana Garcia
 - 4.e Comprehensive Annual Financial Report - Alberni, Caballero &
Company, LLP
- 5 Additions, Deletions or Withdrawals to Agenda**
- 6 Public Comments Related to Agenda Items**
- 7 Consent Agenda**
 - 7.a Approval of Minutes
 - > February 2, 2010
 - > March 2, 2010

- 7.b Resolution 2010-14 - Agreement for Stormwater Services Phase III project between the Village and TRW Contracting, Inc.
- 7.c Resolution 2010-16 - State designation of Northeast Sixth Avenue as "Biscayne Park Way"

8 Public Hearings

9 Ordinances - FIRST READING

< None >

Ordinances - SECOND READING

9.a Ordinance 2009-3

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING ITS **2008-2025 WATER SUPPLY FACILITIES WORK PLAN**; AMENDING THE VILLAGE OF BISCAYNE PARK'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND THE CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Note: First reading was in February, 2009.

Second reading moved on 3/2/2010 to date certain 4/6/2010.

9.b Ordinance 2010-6

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ACCEPTING THE **5-YEAR CAPITAL IMPROVEMENT PLAN** OUTLINING SPECIFIC PROJECTS, SUBJECT TO ANNUAL REVIEW; PROVIDING FOR AN EFFECTIVE DATE

9.c Ordinance 2010-7

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, GRANTING **FLORIDA POWER & LIGHT COMPANY**, ITS SUCCESSORS AND ASSIGNS A NON EXCLUSIVE ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

10 Resolutions

10.a Resolution 2010-11

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT AND OPPOSE CERTAIN ISSUES DURING THE 2010 LEGISLATIVE SESSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

11 Old Business

- 11.a Commissioner Cooper: Enterprise Fund workshop to occur before final vote on FPL Franchise Agreement.

- 11.b Finalize the selection of new members, re-appointment of current members, and majority acceptance by the Commission of alternates on all committees and boards.

12 New Business

- 12.a Commissioner Cooper: Use of past official Village reports/plans that were paid for with tax dollars.

- 12.b Commission Cooper: Discussion on the issue of green corridors.

13 Good & Welfare

14 Reports

- 14.a Committee Reports
- > Parks & Parkway Advisory Board
- 14.b Village Attorney
- > Public Works Union Contract
- 14.c Village Manager
- > Recreation Center Project status and project update.
 - > Department of Forestry Grant
 - > ARRA Grant
 - > Status of Village Manager six-month evaluation.
- 14.d Commissioner Comments
- > Vice Mayor Al Childress
 - > Commissioner Bob Anderson
 - > Commissioner Steve Bernard
 - > Commissioner Bryan Cooper
 - > Mayor Roxanna Ross

15 Announcements

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Monday, April 19th - Planning & Zoning at 6:30PM
Tuesday, April 20th - Code Enforcement at 7:00PM

Wednesday, April 14th - Parks & Parkway Advisory Board at 6:00PM
Monday, May 3rd - Planning & Zoning at 6:30PM
Tuesday, May 4th - Regular Commission Meeting at 7:00PM

Please visit our website regularly at biscayneparkfl.gov and click on the Calendar of Meetings & Events to view the full schedule.

16 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

PROCLAMATION

Village of Biscayne Park
Biscayne Park, Florida

Water Conservation Month

WHEREAS, Florida's natural beauty, crystal blue waters and white sand beaches attract residents and visitors from around the world; and

WHEREAS, clean and sustainable water resources are vital to Florida's environment, economy and quality of life; and

WHEREAS, more than 90 percent of Florida's drinking water is supplied by underlying aquifers, and our quality of life and the economy depend upon a clean and healthy environment; and

WHEREAS, Floridians consume more than 7.9 billion gallons per day of fresh water, and the future of Florida depends greatly upon the availability of water; and

WHEREAS, South Florida residents consume 179 gallons per person, per day - the highest water usage in the state; and

WHEREAS, the State of Florida, together with local partners, are investing billions of dollars to develop alternative water supplies, clean up stormwater pollution, restore rivers, lakes and springs, upgrade drinking water facilities and improve wastewater treatment; and

WHEREAS, water conservation can cost as little as 6 cents to 72 cents per 1,000 gallons of water saved, while the cost of constructing alternative water supply facilities can range from \$5 to \$7 per 1,000 gallons of water created; and

WHEREAS, all water users including commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources;

WHEREAS, the South Florida Water Management District, is implementing a Comprehensive Water Conservation Program to instill a lasting culture of conservation in our communities; and

WHEREAS, the Governor and Cabinet of the State of Florida are designating April as Florida's Water Conservation Month to encourage Floridians to conserve the state's precious water resources;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the Village of Biscayne Park, Florida, along with the entire Commission, do hereby proclaim the month of April as Water Conservation Month.

Mayor Roxanna Ross

Dated April 6, 2010

**Agenda Item 4.e
Comprehensive Annual
Financial Report**

**This document is not included in this
agenda packet. It is a separate
document titled:**

Agenda 04 06 10 Item 4.e CAFR



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES

REGULAR COMMISSION MEETING

Ed Burke Recreation Center - 11400 NE 9th Court

Biscayne Park, FL 33161

Tuesday, February 2, 2010

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:05PM. In addition to Mayor Ross, present were Vice Mayor Albert Childress, Commissioner Bob Anderson, Commissioner Steve Bernard, and Commissioner Bryan Cooper. Present from staff were Ana Garcia, Village Manager, Maria Camara, Village Clerk, John Hearn, Village Attorney, Police Chief Mitchell Glansberg, Public Works Director Bernard Pratt, Recreation Coordinator Issa Thornell; Finance Clerks Marilu Manso and Karina Moreta.

3 Pledge of Allegiance

Girl Scout Troop 553 from St. Rose of Lima School led the pledge of allegiance, which was then followed by a moment of silence. The Mayor asked everyone to remember long time resident Ethel Hall who had recently passed away, as well as the victims of the earthquake in Haiti.

The Mayor cited concerns from multiple residents of the length of the commission meetings and proposed that the commission meeting end at 10:00PM. This would instill confidence in the residents and encourage their participation. If at that time there were still items left on the agenda, a motion could be made to either extend for a specified time, or to schedule a special commission meeting and move the uncompleted items to that meeting.

A motion made by Commissioner Anderson to conclude the meeting at 10:00PM. It was seconded by Vice Mayor Childress.

After discussion the motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson

Opposed: Commissioner Bernard and Commissioner Cooper

Motion carries 3/2.

4 Public Comments Related to Agenda Items

None

5 Presentations

Alex David and Jerry Bell from Bell David Planning Group, Inc. gave a presentation on and a status on their discussions with the City of North Miami on their future land use and their proposed zoning map amendment. A large scale map was provided during the discussion for the audience and television viewers.

Discussions centered primarily on the inconsistencies between North Miami's land development regulations (LDR) and their comprehensive plan; bonus density; and water supply requirements for the area on the map just to the north of the border on 121st street.

At the conclusion of Mr. David's presentation and after Commissioner comments, Mayor Ross asked for a full backing of the Commission to give Mr. David instruction to go back to North Miami along with our attorney and negotiate these points which may just be inconsistencies that look to be from clerical omissions, and the issues on the zoning map. Attorney Hearn was asked to articulate the motion.

Attorney Hearn stated that we are not looking for North Miami to make changes to their comprehensive plan or LDR, but rather we are looking for consistency between the two regarding:

1. Specific changes in the zoning map as it relates to height issues and PD areas immediately north of our border on 121st Street.
2. Move forward to have LDR reflect the language of the comprehensive plan, and/or a letter from North Miami reflecting their understanding.

Commissioner Bernard added to not to get into too many specifics but give them the latitude to make sure that our concerns are addressed and reconciled with the comprehensive plan.

That motion made by Vice Mayor Childress and additionally he asks that Alex David come back at the next regular commission meeting with an update. It was seconded by Commissioner Cooper

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

Mayor Ross asks our elected officials, as recommended by Attorney Hearn, to reach out to North Miami.

6 Additions, Deletions or Withdrawals to Agenda

Mayor Ross requested:

> that a summary of the Biscayne Park Foundation meeting and the details of the bi-law amendments be added as item 12.c under New Business.

> that item 7.b, Receipt of 1st Qtr Financials be moved out of the Consent Agenda and moved to item 12.a under New Business and existing 12.a goes to 12.b. Commissioner Bernard requested:

> a discussion on a resolution on the mail box that was removed from the park to be added as item 12.b under New Business.

7 Consent Agenda (Motion to be made for all as one or remove for discussion)

7.a Approval of Minutes:

- > September 1, 2009 Regular Commission Meeting
- > January 12, 2010 Regular Commission Meeting
- > January 14, 2010 Special Commission Meeting

7.c Certification of State Forfeiture Funds for Crime Watch purchase

A motion made by Vice Mayor Childress to accept with the corrections to the minutes that were provided. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

8 Public Hearings

None

9 Ordinances - First Reading

9.a Ordinance 2010-1

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 11 ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS" BY CREATING NEW ARTICLE VI, ENTITLED "**STREET ADDRESS DISPLAY**"; PROVIDING FOR PENALTY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance.

Mayor Ross opened the public hearing:

> Dan Keys: The way the code is written it states that all buildings should display the street address on each building. If you limit it to the building you may be hindering visibility. Suggest rearranging the wording not to require it on the building specifically.

> Fred Jonas: As a member of the Code Review board, he agrees to the reason why this is necessary, but does not want to see the code legislate the style or size. It should simply state that numerals must be visible. How they do it is left up to the homeowner as long as they comply.

Mayor Ross asked for Chief Glansberg's input. He agreed on the necessity and wanted to make sure the code also includes language about houses with an alley, and that they would require the street number display on both the front and alley side.

After a discussion, the Commission requested the Attorney make the following changes:

- > To change the language from "visible" to "legible"

- > To take out the statement that the display must be on "each building"
- > The size should be a minimum of 4" only, with no reference to a maximum
- > Add language that there must be "sufficient contrast between the numerals and the background".
- > Add language regarding houses with an alley.

A motion made by Vice Mayor Childress to accept the 1st reading of Ordinance No. 2010-1 with the changes outlined. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

9.b Ordinance 2010-2

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, ENTITLED, "**COMMISSIONS, BOARDS AND COMMITTEES**"; REPEALING ORDINANCE 2008-8 AND CREATING NEW SECTION 2-30 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK ENTITLED "GENERAL RULES AND POLICIES"; AMENDING EXISTING SECTION 2-31 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "BOARD OF PARKS AND PARKWAYS"; AMENDING EXISTING SECTION 2-32 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "ECOLOGY BOARD"; REPEALING ORDINANCE 2008-7 AND CREATING A NEW SECTION 2-34 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "RECREATION ADVISORY BOARD"; REPEALING ORDINANCE 2008-4; PROVIDING FOR AMENDMENT TO THE APPLICABLE CURRENT CODE SECTIONS WITH REFERENCE TO THIS ORDINANCE AND PROVIDING THAT PROVISIONS OF THE CURRENT CODE, TO THE EXTENT THAT THEY ARE IN CONFLICT WITH THIS ORDINANCE, SHALL BE REPEALED; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTI

Attorney Hearn read the title of the ordinance, then explained that the purpose of this ordinance was to take all volunteer boards, not including Planning & Zoning or Code Enforcement, and create consistence and uniformity and incorporates boards and committee ordinances to one central location.

Each Commissioner was asked to provide a summary tonight and then provide by e-mail their recommendations in more detail to Attorney Hearn.

Mayor Ross opened the public hearing:

> Barbara Kuhl: Concerned with the purpose of each board as they are listed on the ordinance. The purpose of the Ecology Board is vague. Would prefer to see the purpose for this board to include environmental issues, recycling, green initiatives, and elimination of waste.

> Dan Keys: Had several comments on various points in the code. In summary, possible conflict in language in regard to nominations; some concern on appointment of alternates; on resignations of board members if they run in an election, clarify that it is for a Village position; need more explanation on excused and unexcused absences and the manner in which absences are reported; notice of meeting to be seven days in advance, confirming the number is correct; and concerned about the overlapping of projects between the boards and that this should be clearly defined.

Mayor Ross took the lead by discussing different points within the ordinance and asked for discussion from each Commissioner and to reach consensus on the changes to be made. Each commissioner was also given the opportunity to provide their input. In conclusion, the following changes were agreed upon to forward to Attorney Hearn to incorporate:

- > Restrict the appointment of relatives of Village elected officials to Village Boards.
- > Enhance the opportunity for public participation.
- > Tweak the duties and responsibilities of the Boards to include:
 - > Ecology board: To target environmental goals and recommend appropriate actions and plans to ensure stewardship strategies for the preservation and protection of our Village.
 - > Recreation Advisory Board: To promote recreation, cultural, arts, athletics, community activities and special events, as well as assist in the development of sponsorship of these activities.
- > Definition of excessive absences.
- > Add language that each board/committee will be required to reflect attendance in the minutes of each meeting.

Vice Mayor Childress agreed with the public comment on the necessity of the Ecology Board and made a suggestion to not have this board. The Mayor asked the Commission for a vote on this suggestion. The consensus was that an Ecology Board is needed.

Discussion took place on the clear delineation of the goals and purpose of each Board and Committee to minimize overlap.

Commissioner Bernard asked that the ordinance allow for "ex-officio" members which would be individuals with specific knowledge or education pertaining to an issue being discussed by the board. After discussion, the Mayor asked the Commission if they wanted to go forward with adding language to bring in "ex-officio" members. Commissioner Bernard and Commissioner Cooper stated yes, Mayor Ross, Vice Mayor Childress and Commissioner Anderson said no. "Ex-officio" would not be added to the ordinance, but experts would be allowed to participate in meetings as would anyone else from the public.

A motion made by Commissioner Bernard to accept the 1st reading of Ordinance No. 2010-2 with the changes outlined. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.
Motion carries 5/0.

10 Resolutions

None

11 Old Business

<Skipped>

12 New Business

12.a Receipt of 1st Quarter Financial Statement for period ended December 31, 2009.

Manager Garcia provided an introduction to the Financial statement including an introduction of the Finance Clerks, Marilu Manso and Karina Moreta. Also included with the 1st quarter statement was a narrative outlining specific items on the statement to provide clear explanations.

The only item missing with the financial statement was the Cash Balance report which will be provided at next month's meeting.

Both Commissioner Bernard and Commissioner Anderson thanked the Finance Department for the narrative and the clear explanation of the items listed. Manager Garcia commented that going forward they will continue to provide such detail, if not more, in order to provide a better understanding to not only the Commission but to the residents, also.

12.b Commissioner Bernard: Discussion of timing, costs and purpose of a special mail-in election.

Commissioner Bernard explained that the purpose of this discussion was for the FPL franchise agreement. The mail-in election would be for the creation of a special taxing district. In order not to be under the 30-year agreement with FPL, a special taxing district would be set up instead.

Commissioner Cooper agreed.

Commissioner Anderson stated that he was not aware that this item had to do with the FPL discussion, and since it is, it should have been explained so as to have public discussion. Vice Mayor Childress agreed.

Mayor Ross was concerned that with this special taxing district, we could reach or go over the cap of 10 mil.

Attorney Hearn stated that an independent taxing district has specific rules and regulations, has reporting requirements, and has to have a distinct purpose. He has never seen it used for this purpose. He further recommends that an attorney specializing in this subject be utilized.

Mayor Ross asked Attorney Hearn to provide a status on the red-lined draft of the FPL agreement based on Commission input. Attorney Hearn explained he was still in negotiations with the FPL attorney.

After discussion on Commissioner Bernard's request to direct the Attorney to review information and documents from other municipalities on the subject of a special taxing district, and to limit the amount of time that Attorney Hearn would spend on it to 2-3 hours maximum, the following motion was made:

A motion made by Commissioner Bernard to direct the Attorney to determine the validity of a special taxing district for the purpose of generating a specific revenue stream if we don't sign the FPL agreement, and to report back prior to the next regular commission meeting on March 2, 2010. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Bernard and Commissioner Cooper.

Opposed: Vice Mayor Childress and Commissioner Anderson

Motion carries 3/2.

12.c Mayor Ross discussed the legislative goals for the Village.

The Mayor will be attending the Florida League of Cities Action Day on March 24, 2010. Some of the items that are important to the Village are: Renewable energy and efficient lighting; stormwater mitigation; sound barrier on the east border.

The Mayor asked Attorney Hearn to contact David Caserta prior to the Action Day to discuss meeting him and to find out what is available that we should pursue.

12.d Summary of Biscayne Park Foundation meeting held at 6:30PM, Tuesday, February 2, 2010.

Attorney Hearn explained that at the Foundation meeting it was voted to go ahead and have membership of the board to be residents appointed by the Commission. The attorney is now looking for direction to make changes to the bi-laws to incorporate this change and any other changes.

After discussion, Attorney Hearn recommended that a discussion of the change on the bi-laws be deferred to the next meeting of the Foundation.

12.e Commissioner Bernard: Issue of mail box being removed from the park.

Would like to direct the Attorney to draft, in a resolution form, a request for the USPS to put the mail box back.

A motion made by Commissioner Bernard to direct Attorney Hearn to draft a resolution requesting the USPS to put the mail box back. It was seconded by Vice Mayor Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

13 Good and Welfare (Public)

> Barbara Kuhl: Agrees with Commissioner Bernard and Cooper that there should not be limit on the meeting. If something needs to be discussed it should be done. Is also concerned about limiting the appointment of relatives of Village elected officials due to the fact that there is such a small group of volunteers. Also does not agree on not having a husband/wife on the same board. Losing the opportunity of utilizing people in our community.

> Dan Keys: Would like clarification on appointing two members of a family. Encourage to allow two members of a family to a board.

> Margaret Foldes: Concerned about the bus routes in the Village. Would like a specific bus route removed due to the fact that she has a child with special needs and has several allergies including those to fumes and chemicals. Thanks the Commission for their consideration of the request.

> Fred Jonas: Wants to re-iterate what previous speakers stated on the appointment of family members on the board. We traditionally have had trouble getting residents to serve on boards. You will limit the core of people interested. Second issue is the matter of the mail in election. Sounded like at least some of the Commission was "snookered" or perhaps ambushed into a discussion of FPL by some funky language in the agenda, and that some of the audience felt the same. However, one additional gain from this would be putting a little more pressure on electric usage.

10:00PM meeting time limit was reached. Mayor Ross asked for a motion to adjourn after announcements were made or to extend.

A motion made by Commissioner Bernard to extend the meeting an additional 30 minutes. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress, Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

14 Reports

14.a Committee Reports - (None)

14.b Village Attorney Comments

> Robert Myers, Director of Ethics Commission available on March 9th or March 16th to provide ethics training to all board and committee members and staff. Tuesday, March 16, 2010 was selected at 6:00PM. It will last approximately 90 minutes and will be followed by a Special Commission meeting starting at 7:30PM.

> E-mail policy and procedures: Attorney Hearn explained that we must have safeguards in place to capture and store all e-mails pertaining to the business of the Village. Directed the Commission and staff to include 'archives@biscayneparkfl.gov' as a 'cc' in all e-mails that are sent. Explained that Clerk Camara would verify the e-mail address and provide a confirmation of the correct e-mail address the next day. Additionally, since this is procedural, it should be made in the form of a resolution which will be brought back at the next regular commission meeting.

A motion made by Commissioner Anderson to go forward with the resolution. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress, Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

> Discussion of code enforcement fines:

Take out \$15,000 fine limit from a prior ordinance, and add language to give the Code Enforcement Board the authority to extend fine reductions if there is an effort on the part of the resident. Attorney will bring back at the next regular commission meeting as an ordinance.

14.c Village Manager Comments

> Manager Garcia provided a handout listing the status of all active grants.

> Manager Garcia provided a handout on the selection of a flat concrete tile for the Public Works building instead of the barrel tile stating a cost savings of approximately \$6,600. Direction given to go forward with the flat tile but to check on the color selection that was originally made by Planning & Zoning.

> Manager Garcia formally introduced Maria Camara as the new Village Clerk. Previously Ms. Camara was working as the web mistress and have combined the positions. Ms. Camara comes with thirty-plus years experience in her previous position. Ms. Garcia welcomes her to the Village staff.

> Tree planting/relocation/and removal guide was provided and suggests that each Commissioner review it and forward their comments to the Manager and she will work with staff to incorporate the requests.

30 minute extended time limit was reached. Mayor Ross asked for the announcements to be read.

(The Announcements listed below in section 15 were read at this point.)

A motion made by Commissioner Bernard to extend the meeting an additional 10 minutes. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress, Commissioner Bernard and Commissioner Cooper.

Opposed: Commissioner Anderson

Motion carries 4/1.

14.d Commissioner Comments

> Commissioner Anderson - Eagle scout project was a great success and wanted to thank John Childress for choosing this as his project to beautify one of our parks.

> Commissioner Bernard: Concerned with tree removal project. Will submit concerns by e-mail to Manager Garcia.

> Commissioner Cooper: Hopes that promises made during campaign to sustain canopy are carried through and he looks to Manager Garcia to listen to Commissioner comments and make the right decision.

> Mayor Ross: Thank you to Attorney Hearn for putting the ethics briefing together; thanks also for the Eagle Scout project; Owl House project and Biscayne Park Anniversary Quilt also took place and encourages residents to participate. In regards to Tree planting/relocation/removal guide, encourages all commissioners provide their comments to the Manager. Confident that the Manager will take care of this properly and that she will encourage resident participation as needed.

> Vice Mayor Childress: Eagle Scout project at Butterfly Garden was a great success and thanks all the participated. Concerned that Good & Welfare portion of meeting is at the end of the agenda, particularly with one resident at tonight's meeting that waited over three hours to make a comment. Would like to see Good & Welfare portion combined with Public Comments Related to Agenda Items which is at the beginning. Mentioned the passing of resident Ethel Hall and what a great supporter she was of the Police Department and the community.

15 Announcements - All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Monday, February 15th - All Village departments will be closed in observance of the President's Day holiday.

Tuesday, February 16th - Planning & Zoning at 6:30PM

Tuesday, February 16th - Code Enforcement at 7:00PM

Wednesday, February 17th, Parks & Parkway Advisory Board at 6:00PM

Congratulations extended to Recreation Coordinator Issa Thornell on the birth of his son, Kai, on January 15, 2010.

Update provided on upcoming Village Market on Saturday, February 27th, and some of the events that have been so far scheduled

16 Adjournment

There being no further business, the meeting adjourned at 10:30PM.

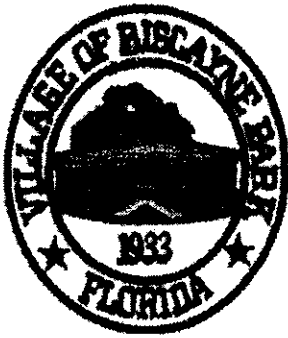
Motion made by Commissioner Bernard and seconded by Commissioner Cooper. All in favor.

Commission approved _____

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

Mayor and Commission

Roxanna Ross
Mayor

Albert Chiklress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES

REGULAR COMMISSION MEETING

Ed Burke Recreation Center - 11400 NE 9th Court

Biscayne Park, FL 33161

Tuesday, March 2, 2010

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:06PM. In addition to Mayor Ross, present were Vice Mayor Albert Childress, Commissioner Bob Anderson, Commissioner Steve Bernard, and Commissioner Bryan Cooper. Present from staff were Ana Garcia, Village Manager, Maria Camara, Village Clerk, John Hearn, Village Attorney, Police Chief Mitchell Glansberg, Public Works Director Bernard Pratt, and Recreation Coordinator Issa Thornell.

3 Pledge of Allegiance

Participants from Biscayne Park's Youth Flag Football led the pledge of allegiance, which was then followed by a moment of silence. The Mayor asked everyone to remember long time residents Lew Twitchell and Anne Patterson who had recently passed away.

4 Presentations

Recreation Coordinator Issa Thornell presented trophies to participants of Biscayne Park's Youth Flag Football.

March 2, 2010 was proclaimed as Charles Touchstone day, honoring Mr. Touchstone for his 32 years of service in the Public Works Department and in his retirement.

5 Additions, Deletions or Withdrawals to Agenda

All agenda items related to Bell David Planning Group to be discussed together. Items 9d and 9e (ordinances 2010-4 and 2010-5) were moved to the next meeting scheduled for March 16, 2010.

Item 9a (ordinance 2010-3) Item will be presented by Bell David Planning Group today, but detailed discussion for first reading will be moved to the next meeting scheduled for March 16, 2010.

Item 12b (Commissioner Cooper's discussion on supporting environmental issues) moved to the next meeting scheduled for March 16, 2010.

6 Public Comments Related to Agenda Items

Dan Keys - general comments on "New Business" items.

Jordan Leonard, Council Member for Bay Harbor Island - spoke on FPL agreement.

7 Consent Agenda (Motion to be made for all as one or remove for discussion)

The minutes for the February 2, 2010 Commission meeting was pulled from the consent agenda and moved to the next regular commission meeting on April 6, 2010. Motion made by Vice Mayor Childress to approve item 7.b only, Receipt of 1st Quarter Financials as of Dec. 31, 2009. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

Item 7 above took place after the reading of ordinances, item 9.

8 Public Hearings

None

9 Ordinance 2010-3 - First Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING THE **EVALUATION AND APPRAISAL REPORT** BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance.

Jerry Bell of Bell David Planning Group gave an explanation of the process and timeline. Looking to get authorization from the Commission to transmit to the state at first reading, then come back in 60 days with a report, make changes based on the report, and finally come back at second reading with updates. Needs to have second reading done by June.

Mayor Ross opened the public hearing for those wishing to speak on the Comp Plan: Barbara Kuhl - concerned with access to all of the information relating to the Comp plan, and that there are too many specifics and should be more general.

Dan Keys - did not have access to original EAR and unable to make comparisons. Concerned that it is too specific.

Karen Cohen - Same concerns and not sure where the amendments came from and that there are too many specifics.

Mike McGwinn - echo the same comments. Appreciate the opportunity to review the origins of what has been presented.

A motion made by Vice Mayor Childress to continue the 1st reading of Ordinance No. 2010-3 with a date certain of March 16, 2010, at 7:30PM. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

A second motion made by Commissioner Bernard requesting that the original Comp plan and EAR documents are added to the website, as well as hard copies available at Village Hall. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

Ordinance 2010-6 - First Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ACCEPTING THE **5-YEAR CAPITAL IMPROVEMENT PLAN** OUTLINING SPECIFIC PROJECTS, SUBJECT TO ANNUAL REVIEW; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance.

Jerry Bell of Bell David Planning Group provided a brief explanation.

Attorney Hearn explained a correction to section 2, subsection 4, which will be made and corrected for second reading.

Mayor Ross opened the public hearing, but there were none.

A motion made by Commissioner Bernard to approve at first reading. It was seconded by Commissioner Anderson.

The motion was called to a vote:

Commissioner Bernard - yes

Vice Mayor Childress - yes

Commissioner Anderson - yes

Commissioner Cooper - yes

Mayor Ross - yes

Motion carries 5/0.

Ordinance 2009-3 - Second Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING ITS **2008-2025 WATER SUPPLY FACILITIES WORK PLAN**; AMENDING THE VILLAGE OF BISCAYNE PARK'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND THE CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Note: First reading was in February 3, 2009.

Attorney Hearn read the title of the ordinance.

Alex David of Bell David Planning Group provided an explanation of the documents provided.

Mayor Ross opened the public hearing:

Tracy Truppman - concerned with water quality.

After discussion from the Commission with specific concerns of the reverse osmosis issue that comes from North Miami's water plan, Attorney Hearn suggested that Alex David discuss if we can make a change to our plan to detach the reverse osmosis with the regulatory agencies and come back with the response at the next meeting.

Additionally, Commissioner Anderson directed the Manager to verify with the City of North Miami whether there is a budgeted line item in their budget on the water surcharge.

A motion made by Vice Mayor Childress to continue the 2nd reading of Ordinance No. 2009-3 with a date certain of April 6, 2010. It was seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

Item 11a from Old Business was moved to discuss at this point.

Alex David from Bell David Planning Group provided an update on the issues brought forward to the City of North Miami's Future Land Use. Mr. David reviewed the letter from Maxine Calloway, Director of Community Planning & Development for the City of North Miami to the Village that addressed those issues.

Ordinance 2010-7 - First Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNEPARK, FLORIDA, GRANTING **FLORIDA POWER & LIGHT COMPANY**, ITS SUCCESSORS AND ASSIGNS A NON EXCLUSIVE ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Hearn read the title of the ordinance and provided a brief history on this particular ordinance and a summary of the negotiations with FPL.

Mayor Ross opened the public hearing and the following spoke on this ordinance:

Barry White (Kendall resident representing CASE)

Carmen Di Bernardi

Karen Cohen

Chester Morris

Gaspar Gonzalez

Tracy Truppmann

Dan Keys

Bob Kopsik

Michael Speventa

John Holland

The Commission had discussion on the ordinance, followed by comments by the Village Manager. FPL representatives Aletha Player and Ken Rubin also spoke on the ordinance and the negotiations that took place.

A motion made by Vice Mayor Childress to accept the Manager's recommendation and to approve at first reading. It was seconded by Commissioner Anderson.

The motion was called to a vote:

Vice Mayor Childress - yes

Commissioner Anderson - yes

Commissioner Cooper - no

Commissioner Bernard - no

Mayor Ross - yes

Motion carries 3/2

Ordinance 2010-1 - Second Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 11 ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS" BY CREATING NEW ARTICLE VI, ENTITLED "**STREET ADDRESS DISPLAY**"; PROVIDING FOR PENALTY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance and provided a brief summary of the changes made since the first reading.

Mayor Ross opened the public hearing:

Fred Jonas - spoke on where the the numbering is located.

Dan Keys - can the street address be on the right of way.

A motion made by Vice Mayor Childress to accept approve at second reading seeing that the language of the ordinance was sufficient and clear. It was seconded by Commissioner Cooper.

The motion was called to a vote:

Commissioner Cooper - yes

Commissioner Bernard - yes

Vice Mayor Childress - yes

Commissioner Anderson - yes

Mayor Ross - yes

Motion carries 5/0

Ordinance 2010-2 - Second Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, ENTITLED, "**COMMISSIONS, BOARDS AND COMMITTEES**"; REPEALING ORDINANCE 2008-8 AND CREATING NEW SECTION 2-30 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK ENTITLED "GENERAL RULES AND POLICIES"; AMENDING EXISTING SECTION 2-31 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "BOARD OF PARKS AND PARKWAYS"; AMENDING EXISTING SECTION 2-32 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "ECOLOGY BOARD"; REPEALING ORDINANCE 2008-7 AND CREATING A NEW SECTION 2-34 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "RECREATION ADVISORY BOARD"; REPEALING ORDINANCE 2008-4; PROVIDING FOR AMENDMENT TO THE APPLICABLE CURRENT CODE SECTIONS WITH REFERENCE TO THIS ORDINANCE AND PROVIDING THAT PROVISIONS OF THE CURRENT CODE, TO THE EXTENT THAT THEY ARE IN CONFLICT WITH THIS ORDINANCE, SHALL BE REPEALED; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EF

Attorney Hearn read the title of the ordinance and provided a brief summary of the changes made since the first reading.

Mayor Ross opened the public hearing:

Dan Keys - does not see value of having alternates on the board, concerned with restriction on family members, and add definition of excused absences.

Barbar Kuhl - concerned with restriction on family members.

The Commission had discussion on the ordinance. During the discussion, the following changes were put to a vote:

1. Keep the definition as is for *Relative*. (section 2-30 A.3)

All in favor: Mayor Ross, Commissioner Cooper, Commissioner Bernard.

All opposed: Commissioner Anderson and Vice Mayor Childress

2. Add "or if another relative is on that board or committee." to *Prohibition of appointment of relatives (section 2-30 B.2)*

All in favor: Mayor Ross, Commissioner Cooper, Commissioner Bernard.

All opposed: Commissioner Anderson and Vice Mayor Childress

3. Leave the language as is to receive minutes within sixty (60) days after meeting. (*section 2-30 E.4.c*).

All in favor: Commissioner Anderson, Vice Mayor Childress, Commissioner Bernard, and Mayor Ross.

All opposed: Commissioner Cooper.

4. Add "and supporting documentation to the extent available." to the written agenda (*section 2-30 E.4.b*).

All in favor: Commissioner Anderson, Vice Mayor Childress, Commissioner Bernard, Mayor Ross and Commissioner Cooper.

A motion made by Commissioner Cooper to approve at second reading with the changes discussed. It was seconded by Commissioner Bernard.

The motion was called to a vote:

Commissioner Bernard - yes

Vice Mayor Childress - yes

Commissioner Anderson - no

Commissioner Cooper - yes

Mayor Ross - yes

Motion carries 4/1

10 Resolutions

None

11 Old Business

See above, item 11.a.

11.b - Discussion of replacement of Board Members

The Commission discussed the replacements and several appointments were made to the boards, but some were still pending as they were not sure on which of the current members needed to be replaced.

Direction given to invite all current members, newly appointed members, and those residents being considered for appointment to the Ethics Training on March 16, 2010. Appointments would then be finalized after that.

12 New Business

Commissioner Cooper moved item 12.a-Discussion of past official Village reports/plans to the next regular Commission meeting on April 6, 2010.

13 Good and Welfare (Public)

< None >

14 Reports

14.a - Committee Reports:

Parks & Parkway - Dan Keys: Following up on the reimbursement of supplies to Lynn Fisher on the Owl House Project.

14.b - Village Attorney Comments:

None except for a reminder that Robert Meyers is confirmed for the Ethics training on March 16, 2010.

14.c - Village Manager Comments:

Requesting consensus to proceed with getting state designation of northeast Sixth Avenue and for the Commission to consider naming suggestions. All in favor.

Discussion on traveling to Tallahassee during legislative session and provided the topics to be discussed. Commissioner Anderson made a motion that the cost of travel not to exceed \$3,000. Seconded by Vice Mayor Childress. All in favor.

14.d - Commissioner Comments:

Commissioner Bernard - remembering resident Lew Twitchell that recently passed away.

15 Announcements - All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Monday, March 15th - Planning & Zoning at 6:30PM

Tuesday, March 16th - Ethics Training for staff, board and committee members at 6:00PM

Tuesday, March 16th - Special Commission Meeting at 7:30PM

Wednesday, March 17th - Parks & Parkway Advisory Board at 6:00PM

16 Adjournment

Motion made to adjourn by Vice Mayor Childress and seconded by Commissioner Anderson. All in favor.

Commission approved _____

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

March 31, 2010

To: Mayor Roxana Ross
Vice Mayor Al Childress
Commission Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: Ordinance 2010-14 – Execution of Agreement for Stormwater Services Phase III

Background Analysis:

Existing roads throughout the Village have been damaged due to non existent or lack of proper drainage that has affected the grading of our roads, contributing to their deterioration. Phase III of this project will complete the improvements to drainage and restoration of existing roads.

TRW Contracting, Inc. was selected through an RFP process and successfully completed Phase I and Phase II of the Village's Stormwater project. Additionally, TRW completed the pending sidewalk project at the Ed Burke Park in October 2009 on time and was under budget, and is currently on the Miami Dade County's bid list for such projects.

Fiscal/Budgetary Impact:

Cost of Phase III of this multi phase project is \$218,267.84, paid through a matching grant broken down as follows:

- 50% South Florida Water Management through a state appropriation
- 50% Village match which comes from CITT funds

Recommendation:

Village Manager recommends approval.

TRW CONTRACTING INC.

7880 West 20th Ave., Bay 27 Hialeah, FL 33016
Tel No: (305) 698-3930 Fax No: (305) 698-3929 or (305) 705-3281

Proposal No. 2010-003

PROPOSAL

Sheet No. 1 of 1

Date: March 12, 2010

Proposal Submitted To		Work To be Performed At	
Name	VILLAGE OF BISCAYNE PARK	Street:	BISC. PARK DRAINAGE IMPROVE. (PHASE 3)
Street	Ana M. Garcia, Village Manager	City	NE 9th Court. between NE 113th street to NE 109th street
City	640 NE 114th Street	Date of Plans	Village of Biscayne Park, Florida
State	Biscayne Park	Architect	03/22/2005
Tel. No:	Florida 33161		A & P Consulting Transportation Engineers Corp.
Fax No:	(305) 899-8000		
	(305) 891-7241		

We hereby propose to furnish the equipments, materials and perform the labor necessary for the completion of

PHASE 3: As per specification and plan Sheet No: D-01, D-02, D-03 & D-04

- 1 Catch basin D3<8'-0" = 7 Each, Catch basin J10<8'-0" = 8 Each, 24" exfiltration trench = 730 LF, 75' LF of 24" Diameter HDPE solid pipe, 18" HDPE solid pipe = 200 LF, R-60-15/24 ABS Baffle w/ C.O. = 12 Each.
- 2 8"x7' Asphalt Around proposed inlet = 15 Each
- 3 Improve & restore existing road & Driveway, Sodding Restoration, Engineering Layout & Grades.
- 4 Maintenance of traffic.

LUMPSUM: \$ 218,267.84

If you have any questions, please give us a call at (305) 698-3930 and thank you for giving TRW Contracting Inc. the opportunity to quote this project.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Two Hundred Eighteen Thousand Two Hundred Sixty Seven Dollars and 84/100.....(\$218,267.84)

with payments to be made as follows:

Pay requisition: Cut off date on the 25th of each month.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Submitted By: 

Name/Title: Felix C. Escalona - President

Note: This proposal may be withdrawn by us if not accepted with 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined above.

Signature:

Title:

Date:

RESOLUTION NO. 2010-14

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING
THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE
THE AGREEMENT FOR STORMWATER SERVICES PHASE
III BETWEEN THE VILLAGE AND TRW CONTRACTING,
INC.; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village of Biscayne Park issued a Request for Proposals for stormwater services on April 14 and May 13, 2005; and

WHEREAS, despite advertising on two (s) separate occasions, the Village received a total of one (1) proposal; and

WHEREAS, negotiations pertaining to the services to be performed by TRW Contracting, Inc. (hereinafter "TRW") were undertaken in accordance with the Consultant Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes; and

WHEREAS, the Village Commission authorized officials to enter into an Agreement for TRW to perform stormwater services; and

WHEREAS, staff recommended that the contract be awarded to TRW; and

WHEREAS, at its meeting of July 12, 2005, the Village Commission authorized and approved the execution of the Agreement for Stormwater Services between the Village and TRW for Phase I of the project; and

WHEREAS, TRW completed Phase I of the stormwater services project and, at its July 11, 2006 meeting, the Village Commission authorized and approved the execution of an Agreement between the Village and TRW for Phase II of the project; and

WHEREAS, the Scope of Work for Phase III requires the recertifying of Phases I and II of the stormwater services project; and

1 WHEREAS, the Village Manager has negotiated Phase III of the contract with TRW and
2 the Commission has found it to be in the best interests of the residents of the Village to have
3 TRW perform Phase III of the project;

4 **BE IT RESOLVED BY THE COMMISISON OF THE VILLAGE OF BISCAYNE**
5 **PARK, FLORIDA, THAT:**

6 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being
7 true and correct and hereby made a specific part of this Resolution upon adoption hereof.

8 **Section 2.** The appropriate Village officials are hereby authorized to execute the
9 Agreement for Stormwater Services Phase III between the Village and TRW Contracting, Inc.,
10 attached hereto and incorporated herein as Exhibit "1."

11 **Section 3.** This Resolution shall become effective upon adoption.
12

13 PASSED AND ADOPTED this _____ day of _____, 2010.

14 **The foregoing resolution upon being**
15 **Put to a vote, the vote was as follows:**

16
17 _____
18 Roxanna Ross, Mayor

19 Attest:

20
21
22 _____
23 Village Clerk

24 Approved as to form:

25
26 _____
27 John J. Hearn, Village Attorney
28
29
30

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commission Bernard _____
Commissioner Cooper _____



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

March 31, 2010

To: Mayor Roxana Ross
Vice Mayor Al Childress
Commission Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

**Re: Resolution 2010-16 – State Legislative Designation of
Northeast Sixth Avenue as "Biscayne Park Way"**

Background Analysis:

A state legislative designation of northeast Sixth Avenue between 113th street and 121st street will contribute to our efforts of creating a sense of place, identity and community. This designation would coincide with the completion of the landscape and curbing project that has just been completed and with the placement of our new entry sign.

BISCAYNE PARK WAY

Per the unanimous support of the Village Commission, the Mayor and Manager traveled to Tallahassee the week of March 22nd to gain support for this endeavor. The result of our efforts has resulted in being incorporated into house bill CS/HB 827. It was also recommended by our State Senator, Frederica Wilson, that the Village Commission adopts a resolution further strengthening our efforts.

Fiscal/Budgetary Impact:

Minimal cost for signage.

Recommendation:

Village Manager recommends approval.

RESOLUTION NO. 2010-16

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, SUPPORTING
THE STATE LEGISLATIVE DESIGNATION OF
NORTHEAST SIXTH AVENUE AS "BISCAYNE PARK WAY";
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, northeast Sixth Avenue is a state road that runs through the Village of Biscayne Park between 113th Street and 121st Street; and

WHEREAS, northeast Sixth Avenue is a main thoroughfare for traffic traveling north and south to and from North Miami, Miami Shores and unincorporated Miami Dade County; and

WHEREAS, beautification and enhancement efforts on northeast Sixth Avenue by way of landscaping and curbing have been finalized in April 2010 through the Florida Department of Transportation (FDOT); and

WHEREAS, an entry sign for the Village of Biscayne Park was completed on Northeast Sixth Avenue in November 2009; and

WHEREAS, the designation of this state road as "Biscayne Park Way" will contribute to our efforts to create a sense of community and recognizes the uniqueness of our Village;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, that this Commission:

Section 1. Approves the state designation of northeast Sixth Avenue between 113th Street and 121st Street as "Biscayne Park Way."

Section 2. Joins the Florida Legislature in urging Governor Charlie Crist to sign CS/HB 827 into law.

Section 3. Directs the Village Clerk to transmit certified copies of this resolution to the Governor, the Chair and Members of the Miami-Dade State Legislative Delegation, and the Secretary of the Florida Department of Transportation.

Section 4. Directs the County's state lobbyists to advocate the Governor to sign CS/HB 827 into law, and directs the Office of Intergovernmental Affairs to include this item in the 2010 state legislative package.

Section 5. Directs the County Administration to erect signage identifying this portion of northeast Sixth Avenue as "Biscayne Park Way."

PASSED AND ADOPTED this _____ day of _____, 2010.

**The foregoing resolution upon being
Put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Attest:

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commission Bernard _____
Commissioner Cooper _____



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

March 31, 2010

To: Mayor Roxana Ross
Vice Mayor Al Childress
Commission Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: Ordinance 2009-3 Water Supply Plan

Background Analysis:

The purpose of the Village's Water Supply Facilities Work plan 2008-2025 is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction.

Section 163.3167(13), Florida Statutes, requires each local government to address in its Comprehensive Plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period.

This ordinance, which is up for second reading, was previously approved unanimously by the Commission at first reading on February 3, 2009.

Our professional planners, Bell David Planning Group, per our direction, have dedicated an extensive amount of time towards research and analysis. Additionally, much dialogue has taken place to ensure proper course of action.

Fiscal/Budgetary Impact:

<None>

Recommendation:

Village Manager recommends approval at second reading for adoption.

ORDINANCE NO. 2009-3

AN ORDINANCE OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, ADOPTING ITS 2008-2025 WATER SUPPLY FACILITIES WORK PLAN; AMENDING THE VILLAGE OF BISCAYNE PARK'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND THE CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 163.3167(13), Florida Statutes, requires each local government to address in its Comprehensive Plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period; and

WHEREAS, Section 163.3177(4)(a), Florida Statutes, requires coordination of the local Comprehensive Plan with the water management district's regional water supply plan; and

WHEREAS, the Village of Biscayne Park recognizes the need for better integration between land use planning and water supply planning; and

WHEREAS, Section 163.3177(6)(c), Florida Statutes, requires that local governments prepare and adopt a 10-Year Water Supply Work Plan and amend their comprehensive plans within eighteen months after the Water Management District approves a regional water supply plan or its update; and

WHEREAS, the South Florida Water Management District updated and approved its regional water supply plan entitled the Lower East Coast Water Supply Plan ("LEC") in February, 2007; and

WHEREAS, since February, 2007, the Miami-Dade County water and Sewer Department has worked toward the development of the Miami-Dade County 20-Year Water Supply Facilities Work Plan to satisfy the requirements of Section 163.3177(6)(c), Florida Statutes for Miami-Dade County; and

WHEREAS, the Village acquires water for its residents from Miami-Dade County, Florida; and

WHEREAS, for this reason, the Village proposes to adopt the Miami-Dade County 20-Year Water Supply Facilities Work Plan, by reference, as its own 20-Year Water Supply Facilities Work Plan, as required by Section 163.3177(6)(c), Florida Statutes; and

1 **WHEREAS**, the Village proposes to adopt the necessary amendments to its
2 Comprehensive Plan in order to comply with Florida law; and
3

4 **WHEREAS**, the Village has proposed amendments to the objectives and policies of the
5 Future Land Use, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Ground
6 Water Aquifer Recharge, Conservation, Intergovernmental Coordination and Capital
7 Improvement Elements to support and implement its adopted 2008-2025 Water Supply Facilities
8 Work Plan; and
9

10 **WHEREAS**, the Village Council believes it is in the best interests of the public to adopt
11 the 2008-2025 Water Supply Work Plan and to include these amendments in the Comprehensive
12 Plan; and
13

14 **WHEREAS**, the Village Council, sitting as the Local Planning Agency, held a duly
15 noticed public hearing and reviewed the proposed 2008-2025 Water Supply Plan and related
16 water supply Comprehensive Plan amendments and recommended approval; and
17

18 **WHEREAS**, the Village Council finds this Ordinance to be in the best interests and
19 welfare of the residents of the Village; now, therefore
20

21 BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF
22 BISCAVNE PARK, FLORIDA, THAT:
23

24 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and incorporated as
25 the legislative intent of this Ordinance.

26 **Section 2.** **Amendment of Future Land Use Element of the Village's**
27 **Comprehensive Plan:** The Future Land Use Element of the Village's Comprehensive Plan is
28 hereby amended as provided in Exhibit "A," which is attached hereto and made a part of this
29 Ordinance.

30 **Section 3.** **Amendment of the Infrastructure Element of the Village's**
31 **Comprehensive Plan:** The Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural
32 Ground Water Aquifer Recharge Element of the Village's Comprehensive Plan is hereby
33 amended as provided in Exhibit "B," which is attached hereto and made a part of this Ordinance.

34 **Section 4.** **Amendment of the Conservation Element of the Village's**
35 **Comprehensive Plan:** The Conservation Element of the Village's Comprehensive Plan is

1 hereby amended as provided in Exhibit "C," which is attached hereto and made a part of this
2 Ordinance.

3 **Section 5. Amendment of the Intergovernmental Coordination Element of the**
4 **Village's Comprehensive Plan:** The Intergovernmental Element of the Village's
5 Comprehensive Plan is hereby amended as provided in Exhibit "D," which is attached hereto and
6 made a part of this Ordinance.

7 **Section 6. Amendment of the Capital Improvements Element of the Village's**
8 **Comprehensive Plan:** The Capital Improvements Element of the Village's Comprehensive Plan
9 is hereby amended as provided in Exhibit "E," which is attached hereto and made a part of this
10 Ordinance.

11 **Section 7. Adoption of the Water Supply Plan:** The Village Commission hereby
12 adopts the Miami-Dade 20-Year Water Supply Facilities Work Plan as its required 2008-2025
13 Water Supply Plan.

14 **Section 8. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts
15 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

16 **Section 9. Severability.** The provisions of this Ordinance are declared to be severable
17 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
18 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,
19 sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the
20 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

21 **Section 10. Effective Date.** This Ordinance shall be effective immediately upon
22 passage by the Village Commission on second reading, except that the effective date of these Plan
23 amendments approved by this Ordinance shall be the date a final order is issued by the

1 Department of Community Affairs or Administration Commission finding the Plan amendments
2 in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier.
3 The Department of Community Affairs notice of intent to find the Plan amendments in
4 compliance shall be deemed to be a final order if no timely petition challenging the Plan
5 amendments is filed.

6 The foregoing Ordinance was offered by Commissioner _____, who moved its
7 adoption. The motion was seconded by _____ and upon being put to a vote,
8 the vote was as follows:

9 PASSED AND ADOPTED upon first reading this ____ day of _____, 2009.

10
11 PASSED AND ADOPTED upon second reading this ____ day of _____, 2009.

12
13
14
15
16
17 **ATTEST:**

John Hornbuckle, Mayor

18
19
20 _____
Ann Harper, Village Clerk

21
22 **APPROVED AS TO LEGAL FORM**
23 **AND SUFFICIENCY:**

24
25 _____
26 John J. Hearn, Village Attorney



BELL DAVID PLANNING GROUP, INC.
Navigating Florida's Planning Requirements

MEMORANDUM

TO: Village Commission, Village of Biscayne Park

FROM: Alex A. David, AICP

DATE: March 2, 2010

RE: Executive Summary
Proposed Adoption of the Village of Biscayne Park Water Supply Facilities Work Plan 2008-2025 and Water Supply Plan Related Comprehensive Plan Amendments

Water Supply Plan and Amendments

Statutory History

The Florida Legislature enacted bills in the 2002, 2004, and 2005 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning.

Background

The purpose of the Village's Water Supply Facilities Work Plan 2008 – 2025 (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. As required in Chapter 163, Part II, F.S., local governments must prepare and adopt Work Plans and Work Plan related comprehensive plan amendments into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The South Florida Water Management District did so on February 15, 2007. The District's plan is known as the *Lower East Coast Water Supply Plan Update*.

The Village's Work Plan and water supply related amendments to the Comprehensive Plan were transmitted to the Department of Community Affairs after First Reading on February 3, 2009 and have been revised to address DCA objections and comments.

The City of North Miami is the designated supplier of potable water for the City. North Miami owns, operates and maintains a central potable water system and distributes potable water to its customers. This system provides potable water for both residential and non-residential purposes, including fire protection demands.

The Village recognizes that in order to maintain a water supply system and conservation program there must be effective coordination with both North Miami and M-D Water and Sewer Department.

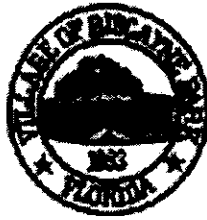
The Village's Work Plan references the initiatives already identified in the City of North Miami 17-Year Water Supply Work Plan 2008 – 2025 (Adopted August 25, 2009), the MDWASD 20-year Water Supply Work Plan and the SFWMD Lower East Coast Water Supply Plan Update (adopted February 15, 2007). According to state guidelines, the Village's Work Plan and the comprehensive plan amendments must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period.

The Village's Work Plan is divided into six sections: Section 1 – Introduction; Section 2 – Background Information; Section 3 – Data and Analysis; Section 4 – Intergovernmental Coordination; Section 5 – Capital Improvements; and Section 6 – Goals, Objectives and Policies.

To address water supply planning amendments are being proposed to the following elements: Future Land Use; Infrastructure; Conservation; Intergovernmental Coordination; and, Capital Improvement.

Recommendation

To **Adopt** the Village's Water Supply Facilities Work Plan 2008-2025 and water supply related amendments to the Comprehensive Plan and transmit to the Department of Community Affairs and other review agencies.



Executive Summary

ADOPTED REVISIONS TO THE VILLAGE OF BISCAYNE PARK WATER SUPPLY FACILITIES WORK PLAN 2008-2025 AND COMPREHENSIVE PLAN TO ADDRESS DCA AND REVIEW AGENCY COMMENTS

Adoption Hearing – March 2, 2010

VILLAGE RESPONSES TO THE DEPARTMENT OF COMMUNITY AFFAIRS ORC REPORT

This Summary is in response to Objections 1 and 2 and Comments 1 through 3 of the ORC Report dealing with water supply planning.

Note: Underlines and strikethroughs in this document reflect only those changes made between the transmittal and adoption hearings.

Objection 1 – As identified in the South Florida Water Management District's letter dated March 23, 2009 (attached), the population projections are inconsistent per the recently agreed upon projections between the City of North Miami, Miami-Dade County and the South Florida Water Management District.

Response: Tables 2, 3 and 4 in Section 3.0 DATA AND ANALYSIS of the Village's Work plan have been amended to reflect the agreed upon projections and are consistent with those found in the City of North Miami Water Supply Facilities Work Plan 2008-2025, adopted August 25, 2009.

Objection 2 – Proposed Infrastructure Element Policy 3.1 to incorporate the Village of Biscayne Park 10-Year Water Supply Plan into the Village's Comprehensive Plan by reference is incomplete because it does not include the date/edition and author of the document.

Response:

The Village of Biscayne Park Water Supply Facilities Work Plan 2008-2025 is a 17-Year Work Plan which is consistent with the City of North Miami 17-Year Water Supply Work Plan (2008-2025) planning horizon. The Infrastructure Element Objective 3 series will be amended.

Amend new Infrastructure Element Objective 3, Policies 3.1 and 3.2 and Monitoring Measure as follows:

Infrastructure Element

Objective 3: The Village of Biscayne Park shall comply with its ~~2008-2025 Water Supply Facilities Work Plan 2008-2025~~ (Work Plan) ~~to be adopted February 2, 2008~~¹⁰, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approved its Lower East Coast Water Supply Plan Update on February 15, 2007. The Work Plan will be updated, at a minimum, every 5 years. The Village's Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Village's water demands for the planning period.

Policy 3.1: ~~Comply with the Village's Work Plan and incorporate such Work Plan by reference into the Village of Biscayne Park Comprehensive Plan.~~

The Village's Water Supply Facilities Work Plan (2008-2025) is incorporated by reference into the Comprehensive Plan. The Work Plan will be updated, at a minimum every five years, concurrent with the update of the Miami-Dade County 20-Year Water Supply Facilities Work Plan and the City of North Miami 17-Year Water Supply Work Plan (2008-2025), both of which shall also be incorporated in the Village's Work Plan by reference.

Policy 3.2: Coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's regional Water Supply Plan adopted February 15, 2007 and with the Miami-Dade County 20-year Water Supply Facilities Work Plan adopted April 24, 2008 (Notice of Intent published July 18,

2008), and the City of North Miami 17-Year Water Supply Work Plan (2008-2025) adopted August 25, 2009. The Village shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District, ~~and County~~ and North Miami plans.

Monitoring Measure: The Work Plan shall remain consistent with the City of North Miami 17-Year Water Supply Work Plan (2008-2025), Miami-Dade County 20-year Water Supply Facilities Work Plan, which is compatible with the Miami-Dade County Water Use Permit renewals and with the projects listed in the South Florida Water Management District's Lower East Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

COMMENTS

The ORC report also contained three comments. Comments are advisory in nature and do not form bases of a determination of non-compliance.

Comment 1 – The Village should adopt a potable water level of service standard for non-residential land uses such as commercial, office and industrial. The non-residential level of service standards could be based on gallons per square feet of building area.

Response: The Village will take this comment under advisement and will coordinate with the City of North Miami – the Village's water service provider.

Comment 2 – As stated in the South Florida Water Management District letter dated March 23, 2009, the Village should revise the Work Plan to reflect the City of North Miami's recent decision to delay the construction of the proposed reverse osmosis project up to two (2) years from 2008 to 2010 and to change the new completion date from 2013 to 2015.

Response: Sub-section 3.4.2 (page 12) of the Work Plan has been amended to reflect the new construction timeframe.

Comment 3 – The proposed Village of Biscayne Park Water Supply Facilities Work Plan is a 17-year Plan, and not a 20-year Plan as stated throughout the document

and in the proposed ordinance. The Village should revise the Water Supply Facilities Work Plan and applicable comprehensive plan policies to reflect that the Village is adopting a 17-year work plan rather than a 20-year work plan.

Response: The Work Plan has been revised to reflect the 17-Year planning horizon.

OTHER REVISIONS

The following Policy addition to the Plan and Amendments has been made to improve/strengthen the conservation efforts of Miami-Dade County:

Add new Conservation Element Policy 1.13 as follows:

Policy 1.13: The Village shall require all future developments to comply with the landscape standards in Sections 18-A and 18-B, Code of Miami-Dade County.

The Village believes the above revisions adequately respond to DCA and Agency Objections and comments associated with the Village's 17-Year Water Supply Facilities Work Plan 2008-2025 and water supply planning related amendments to the Village Comprehensive Plan.

VILLAGE OF BISCAYNE PARK WATER SUPPLY FACILITIES WORK PLAN 2008-2025 RELATED AMENDMENTS TO THE COMPREHENSIVE PLAN

March 2, 2010

First Reading February 3, 2009
Adopted March 2, 2010



Prepared By

Bell David Planning Group
80 SW 8th Street, Suite 2000
Miami, FL 33130



Note: The Village of Biscayne Park's Evaluation and Appraisal Report Based Amendments to the Comprehensive Plan are in process. The Comprehensive Plan has not been amended since its adoption in 1989 and, due to that fact a wholesale rewrite will be completed. There will be proposed revisions and renumbering to Objectives and Policies at a later date.

Future Land Use Element

Policy 4.2: The Village of Biscayne Park, through the Land Development Regulations will coordinate the land uses and future land use changes with the availability of water supplies and water supply facilities.

Infrastructure Element

Objective 3: The Village of Biscayne Park shall comply with its 2008-2025 Water Supply Facilities Work Plan 2008-2025 (Work Plan) adopted February 2, 2010, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approved its Lower East Coast Water Supply Plan Update on February 15, 2007. The Work Plan will be updated, at a minimum, every 5 years. The Village's Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Village's water demands for the planning period.

Policy 3.1: The Village's Water Supply Facilities Work Plan (2008-2025) is incorporated by reference into the Comprehensive Plan. The Work Plan will be updated, at a minimum every five years, concurrent with the update of the Miami-Dade County 20-Year Water Supply Facilities Work Plan and the City of North Miami 17-Year Water Supply Work Plan (2008-2025), both of which shall also be incorporated in the Village's Work Plan by reference.

Policy 3.2: Coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's regional Water Supply Plan adopted February 15, 2007 and with the Miami-Dade County 20-year Water Supply Facilities Work Plan adopted April 24, 2008 (Notice of Intent published July 18, 2008), and the City of North Miami 17-Year Water Supply Work Plan (2008-2025) adopted August 25, 2009. The Village shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District, County and North Miami plans.

Monitoring Measure: The Work Plan shall remain consistent with the City of North Miami 17-Year Water Supply Work Plan (2008-2025), Miami-Dade County

20-year Water Supply Facilities Work Plan, which is compatible with the Miami-Dade County Water Use Permit renewals and with the projects listed in the South Florida Water Management District's Lower East Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

Conservation Element

Policy 1.4: Implementation of the Work Plan shall ensure that adequate water supplies and public facilities are available to serve the water supply demands of any population growth that the Village may experience.

Policy 1.5: The Village shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services and level-of-service standards with the City of North Miami, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.

Policy 1.6: If in the future there are issues associated with water supply, conservation or reuse the Village will immediately contact City of North Miami to address the corresponding issue(s). In addition, the Village will follow adopted communication protocols with City of North Miami to communicate and/or prepare an appropriate action plan to address any relevant issue(s) associated with water supply, conservation or reuse.

Policy 1.7: The Village will encourage the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all retrofitted residential and commercial projects.

Policy 1.8: The Village will require the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all new residential and commercial projects, as required by the Miami-Dade County Water Use Efficiency Standards Ordinance 08-100 (Effective Date January 1, 2009).

Policy 1.9: The Village shall require the use of sub-metering for all multi-unit residential development which will include: separate meter and monthly records kept of all major water-using functions such as cooling towers and individual buildings in all new and redeveloped multi-family residential projects.

Policy 1.10: The Village will encourage the use of Florida Friendly Landscape guidelines and principals; gutter downspouts, roof runoff, and rain

harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc.) on walkways, driveways and patios.

Policy 1.11: The Village will participate, when warranted, in the SFWMD's Water Savings Incentive Program (WaterSIP) for large-scale retrofits as recommended by the Lower East Coast Water Supply Plan.

Policy 1.12: The Village shall coordinate with the City of North Miami to submit a water conservation plan to the County as required by the Miami-Dade County Code, Section 32-83.1. Said Plan shall be updated for the County's approval every five years following submittal and Conserve Florida Guide generated reports shall be filed annually at the close of the fiscal year.

Policy 1.13: The Village shall require all future developments to comply with the landscape standards in Sections 18-A and 18-B, Code of Miami-Dade County.

Intergovernmental Coordination Element

Policy 2.7: The Village shall coordinate the adopted Comprehensive Plan with the plans of the school board, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, and with the comprehensive plans of adjacent municipalities, with the state comprehensive plan and with the South Florida Water Management District's regional water supply plan.

Policy 2.8: The Village shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services and level-of-service standards with the City of North Miami, Miami-Dade County WASD, Miami-Dade County Department of Environmental Resources Management, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.

Policy 2.9: Ensure and identify the consistency of local level of service standards by annually contacting all local governments to which water service is provided and provide current information, including: populations, level of services, service areas, and water supply facilities, and evaluate if future modification to either the service agreement or level of service standards should be include in subsequent Comprehensive Plan Amendments.

Policy 2.10: Negotiate or renew interlocal agreements with water supply providers ensuring contractual agreement of the adopted level of service standards, service area, populations and time periods for services provided.

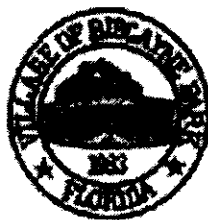
Capital Improvement Element

- Policy 2.6: Appropriate mechanisms will be developed and adopted with the City of North Miami, South Florida Water Management District, and Miami-Dade County in order to assure that adequate water supplies are available to all water users. Prior to approval of a building permit or its functional equivalent, the Village of Biscayne Park shall consult with the North Miami Utility to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy. Furthermore, the Village will be responsible for monitoring the availability of water supplies for all water users and for implementing a system that links water supplies to the permitting of new development.
- Policy 2.7 The Village will ensure the financial feasibility of the public water infrastructure system by coordinating its land development practices with the City of North Miami water service production and delivery systems.
- Policy 2.8: The Village shall provide monthly data to the City of North Miami, as required by such entity, to track the amount of water to be allocated for new use.
- Policy 2.9: The Village shall incorporate capital improvements affecting Village levels of service by referencing the Capital Improvements Schedules of the City of North Miami (2008/2009 through 2012/2013), state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its 5-year Schedule of Capital Improvements (Fiscal Years 2008/2009 through 2012/2013). The Village Schedule shall be maintained and updated annually.

VILLAGE OF BISCAYNE PARK
WATER SUPPLY FACILITIES WORK PLAN
2008-2025

March 2, 2010

First Reading February 3, 2009
Adoption March 2, 2010



Acknowledgements

Mayor Roxanna Ross

Vice-Mayor Al Childress

Commissioner Bob Anderson

Commissioner Bryan Cooper

Commissioner Steve Bernard

Staff

Ana M. Garcia, Village Manager

John Hearn, Village Attorney

Salvatore Annese, Building/Zoning Official

Bernard Pratt, Public Works Director

Prepared By

Bell David Planning Group
80 SW 8th Street, Suite 2000
Miami, FL 33130



TABLE of CONTENTS

1.0	INTRODUCTION.....	1
1.1	STATUTORY HISTORY.....	2
1.2	STATUTORY REQUIREMENTS.....	2
2.0	BACKGROUND	4
2.1	OVERVIEW.....	4
2.2	RELEVANT REGIONAL ISSUES.....	5
3.0	DATA AND ANALYSIS.....	6
3.1	BISCAYNE PARK POPULATION INFORMATION	6
3.2	NORTH MIAMI UTILITY SERVICE AREA.....	6
3.2.1	North Miami Utility Service Area Water Demands	7
3.2.2	Population and Water Demand Projections from SFWMD/North Miami.....	7
3.3	NORTH MIAMI UTILITY WATER SYSTEM.....	9
3.3.1	Interconnected Distribution Resources.....	9
3.3.2	Winson Water Treatment Plant.....	9
3.3.3	Raw Water Resources.....	10
3.3.4	Water Storage Facilities.....	10
3.3.5	Water Distribution and Transmission Pipelines.....	10
3.3.6	High Service Pumps.....	11
3.4	CAPACITY TO MEET THE AVERAGE DAY WATER SUPPLY NEEDS	11
3.4.1	Consumptive Use Permit Renewal.....	11
3.4.2	Winson Water Treatment Plant Expansion.....	11
3.5	CONSERVATION.....	12
3.6	REUSE.....	12
3.6.1	Regional and County-wide Reuse Issues	13
3.6.2	Village Specific Actions, Programs, Regulations, or Opportunities.....	14
3.6.3	Identify any Local Financial Responsibilities as Detailed in the CIS.....	14
3.7	ALTERNATIVE WATER SUPPLIES.....	14
4.0	INTERGOVERNMENTAL COORDINATION.....	15
4.1	ACHIEVING LEVEL OF SERVICE THROUGH COORDINATION.....	15
5.0	CAPITAL IMPROVEMENTS.....	16
5.1	WORK PLAN PROJECTS.....	16
5.2	CAPITAL IMPROVEMENTS SCHEDULE.....	16
5.3	FUNDING.....	16
6.0	GOALS, OBJECTIVES, AND POLICIES.....	18

FIGURES

1.	LOCATION MAP.....	23
2.	WATER WHOLESALE CUSTOMERS.....	24
3.	WATER SERVICES AREA.....	25
4.	WATER DISTRIBUTION SYSTEM MAP.....	26
5.	WELLFIELD MAP.....	27

ATTACHMENT

City of North Miami 17-Year Water Supply Work Plan (2008-2025)
 - Adopted August 25, 2009

1.0 INTRODUCTION

The purpose of the Village of Biscayne Park Water Supply Facilities Work Plan 2008-2025 (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction for the 17-year period. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans after the water management district approves a regional water supply plan or its update. The Village of Biscayne Park is located in the South Florida Water Management District (SFWMD) region in southeast Florida (Figure 1).

The City of North Miami (NM Utility) is the designated supplier of potable water for portions of Miami-Dade County, including the Village of Biscayne Park (Figure 2). In that capacity, the NM Utility fulfills Biscayne Park's potable water needs.

The Village of Biscayne Park recognizes that in order to maintain a water supply system and conservation program there must be effective coordination with NM Utility. Biscayne Park enjoys an excellent working relationship with NM Utility in ensuring compliance with all regulations and guidelines. In accordance with the service agreement, Biscayne Park staff coordinates with NM Utility to ensure 1) enough capacity is available for existing and future customers and 2) supporting infrastructure is adequately maintained.

As part of established intergovernmental coordination efforts, the Work Plan was developed in coordination with the North Miami 17-Year Water Supply Work Plan (2008-2025), adopted August 25, 2009, and the Miami-Dade Water Supplies Facilities Work Plan, adopted April 24, 2008. According to state guidelines, the Work Plan and the comprehensive plan amendments must address the development of traditional and alternative water supplies, bulk sales agreements, and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. In order to ensure consistency with adopted regional, county, and city planning efforts, the Work Plan will coordinate its planning efforts with the water supply work plans adopted by the City of North Miami, Miami-Dade County, and SFWMD. The Village's Work Plan is divided into six sections:

- Section 1 – Introduction
- Section 2 – Background Information
- Section 3 – Data and Analysis
- Section 4 – Intergovernmental Coordination
- Section 5 – Work Plan Projects/Capital Improvement Element/Schedule
- Section 6 – Goals, Objectives, Policies

1.1 Statutory History

The Florida Legislature has enacted bills in the 2002, 2004, and 2005 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning.

1.2 Statutory Requirements

Each local government must comply with the following requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S., effective July 1, 2005]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted to the Department for review. The submitted package must also include an amendment to the Capital Improvements Element, if necessary, to demonstrate that adequate public facilities will be available to serve the proposed Future Land Use Map modification.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2)(a), F.S., effective July 1, 2005]. This "water supply concurrency" is now in effect, and local governments should be complying with the requirement for all new development proposals. In addition, local governments should update their comprehensive plans and land development regulations as soon as possible to address these statutory requirements. The latest point at which the comprehensive plan must be revised to reflect the concurrency requirements is at the time the local government adopts plan amendments to implement the recommendations of the Evaluation and Appraisal Report (EAR).
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

- a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s. 373.0361(7), F.S. [s. 163.3177(6)(c), F.S.]; 9
 - b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c), F.S.]; and
 - c. Include a water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c), F.S.] Amendments to incorporate the water supply facilities work plan into the comprehensive plan are exempt from the twice-a-year amendment limitation. [s. 163.3177(6)(c), F.S.]
5. Revise the Five-year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6)(d), F.S.]

If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.]
7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1., F.S.]
8. Address in the EAR, the extent to which the local government has implemented the 10-year water supply facilities work plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, bulk sales agreements, and conservation and reuse programs are meeting local water use demands. [s.163.3191 (2)(1), F.S.]

2.0 BACKGROUND

2.1 Overview

The Village of Biscayne Park, “the village of homes”, is a municipality of 3,812 residents. Biscayne Park was incorporated in 1933 and encompasses approximately 0.6 square miles. Located in the northeast corner of Miami-Dade County, the Village is bounded by unincorporated Miami-Dade County to the east, the City of North Miami to the north, the Village of Miami Shores to the south, and unincorporated Miami-Dade County to the west.

Biscayne Park is a diverse, primarily residential community. The multi-generational population is made up of array of cultures, household types, and incomes.

Multi-Generational

The 2000 Census found that Biscayne Park’s population expands the generations with residents is all age groups from infancy through childhood to adulthood and into senior age. Specifically, the Census found that the Village population consisted of:

- 23.8% under the age of 18.
- 6.3% from 18 to 24.
- 34.1% from 25 to 44.
- 24.6% from 45 to 64.
- 11.3% who were 65 years of age or older.

The multigenerational makeup of the Village gives the community median age of 37 years of age.

Cultural Makeup

The 2000 Census also found that the Village is a diverse community with a racial makeup as follows: 72.22% White (50.7% were Non-Hispanic White), 18.51% African American, 0.67% Native American, 2.72% Asian, 2.51% from other races, and 3.36% from two or more races. Hispanic or Latinos of any race made up 26.52% of the population. This diversity can also be seen in the fact that the Village ranks in top 100 US Cities for its percentage of a number of foreign ancestries including:

- 14th highest percentage of Peruvian residents.
- 17th highest percentage of Haitian residents.
- 19th highest percentage of Lebanese residents.
- 26th highest percentage of Honduran residents.
- 57th highest percentage of Cuban residents.
- 73rd highest percentage of Columbian residents.

Household Types

Additionally, the 2000 US Census found that there were 1,283 households in the Village of Biscayne Park. The makeup of these households include an array of family types including those with children, married couples without children, single moms, and single

head of households. The Census reported that the Village household makeup was as follows:

- 44.9% were married couples living together,
- 35.2% were non-families.
- 31.3% had children under the age of 18 living with them,
- 25.0% of all households were made up of individuals
- 14.8% had a female householder with no husband present
- 7.2% had someone living alone who was 65 years of age or older.

Biscayne Park's average household size was 2.55 and the average family size was 3.12.

Income

Finally, the 2000 Census showed that the median income for the Village of Biscayne Park is higher than the median income for the country as a whole. The median income for a household in Biscayne Park was \$53,409, while the national median income in 2004 was \$44,334. Other findings from the 2000 Census regarding income and economic status for the Village include:

- Family median income was \$53,409.
- Males had a median income of \$39,964 versus \$33,125 for females.
- Per capita income was \$22,923.
- Approximately 9.5% of families and 12.0% of the population were below the poverty line, including 18.8% of those under age 18 and 7.3% of those age 65 or over.

2.2 Relevant Regional Issues

As the state agency responsible for water supply in the Lower East Coast planning area, the SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rule making to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This reduced reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and/or intensity.

3.1 Biscayne Park Population Information

Miami-Dade County Planning and Zoning Department and BEBR projected the Village of Biscayne Park future population utilizing transportation analysis zones (Tables 1 and 2).

Table 1
Historic and Projected Population Projections
From Miami-Dade County and US Census

Year	2000	2007	2010	2015	2020	2025
Population	3,269	3,443	3,453	3,471	3,476	3,480

Source: Miami-Dade County and U.S. Census Bureau, 2007

Miami-Dade County's 2025 projections for the Village are lower than the population projected by the City of North Miami (Table 2). The difference is due to variations in the methodologies used to project the Village's future population. Since this Water Plan utilizes the water supply calculations made in accordance with the Utility's population projections, it utilizes the higher NM Utility projections.

3.2 North Miami Utility Service Area

As depicted on Figure 3, the City of North Miami Utility is a multi-jurisdictional water service provider in northeast Miami-Dade County. The service area is a 13 square-mile area generally bounded by NE 163rd Street to the north, Biscayne Bay to the east, NW 105th Street to the south, and NW 27th Avenue to the west. The NM Utility serves nearly 95,000 people (Table 2) in the municipalities of North Miami, Biscayne Park, and portions of unincorporated Miami-Dade County including the neighborhoods of Golden Glades, Westview, and Pinewood. The Utility's boundaries are as follows:

North— N.E. 163rd Street
East—Biscayne Bay
South—N.W. 105th Street
West—N.W. 27th Avenue

The Utility serves its customers through an interconnected water system that features a high pressure distribution system comprised of three main distribution lines.

3.2.1 North Miami Utility Service Area Water Demands

The NM Utility determined future potable water demands by first determining population projections for the entire NM Utility service area (Table 2).

Table 2
City of North Miami Service Area – Including Biscayne Park
Current and Projected Service Customers

YEAR	POPULATION PROJECTIONS				
	2008	2010	2015	2020	2025
Municipality by Service Provider:					
North Miami by North Miami	41,302	41,593	42,322	43,051	43,779
North Miami by WASD	15,449	16,610	19,513	22,415	25,318
City of North Miami	56,751	58,203	61,835	65,466	69,097
Unincorporated M-D by North Miami	20,713	20,889	21,329	21,768	21,978
WASD Within North Miami Service Area	8,961	8,962	8,963	8,964	8,965
Biscayne Park by WASD (distributed by North Miami)	3,812	3,816	3,824	3,833	3,841
Miami Shores Within North Miami Service Area (distributed by WASD)	348	345	339	332	326
Population Outside City but within Water Service Area	33,835	34,012	34,455	34,897	35,111
Water Service Area Population Total	90,586	92,215	96,290	100,363	104,208

Source: Miami-Dade County WASD NMpopulationworksheet New Service Area 08_07_09Final

As shown in Table 3, water supply demands will rise to meet the increases in the Utility's service area population.

Table 3
City of North Miami Service Area – Including Biscayne Park
Population and Demands for Water Supply Facilities Work Plan

WATER SUPPLY UTILITY SERVICE WITHIN WATER DISTRIBUTION SERVICE AREA*										
YEAR	POPULATION PROJECTIONS (medium-BEBR)					WATER SUPPLY DEMAND (MGD)				
	2008	2010	2015	2020	2025	2008	2010	2015	2020	2025
	90,586	92,215	96,290	100,363	104,208	15.77	16.05	15.92	15.72	16.32

Source: Miami-Dade County WASD NMpopulationworksheet New Service Area 08_07_09Final

Notes:

- The analysis includes City of North Miami and all customers served by North Miami including Biscayne Park

3.2.2 Population and Water Demand Projections from SFWMD/North Miami

In the development of the *Lower East Coast Water Supply Plan Update* (LEC), Traffic Analysis Zone (TAZ) population projections were utilized. For this Work Plan, the TAZ population projections were revisited and agreed upon by the City of North Miami, MDWASD and the South Florida Water Management District.

The SFWMD also analyzed potable water demands for the City of North Miami, which includes the Village of Biscayne Park in its Service Area (Table 4). This Table provides complete water demand and availability data and is taken directly from the City of North Miami 17-Year Water Supply Work Plan (2008 – 2025) Table 4-4. In doing so, this provides consistency between the two municipal Work Plans.

Table 4
City of North Miami Service Area – Including Biscayne Park
Projected Potable Water Demand and Availability

	2008	2010	2015	2020	2025
Population Served	90,586	92,215	96,290	100,363	104,208
Avg. Daily Demand (MGD)	15.77	16.05	15.92	15.72	16.32
Demand per Capita (GPD)	174.1	174.1	165.4	156.7	156.7
Available Facility Capacity (MGD)	10.00 ¹	10.00 ¹	22.60 ²	22.60 ²	22.60 ²
Facility Capacity Surplus (Deficit) ³ (MGD)	(5.77)	(6.05)	6.68	6.88	6.28
Permitted Amount (MGD Annual Average)	9.30 ⁴	9.30 ⁴	17.82 ⁵	17.88 ⁵	17.93 ⁵
Permitted Surplus (Deficit) ⁶ (MGD)	0.00 ⁷	0.00 ⁷	1.9	2.16	1.61

MGD = Million Gallons Per Day; GPD = Gallons Per Day
¹CUP permitted maximum daily allocation. Permit expired 12/12/2007. New pending CUP request is for 8.73 mgd withdrawal from the Biscayne aquifer.
²This amount assumes that a new RO plant is built and the water produced is available and combined with finished water from the lime-softening facility. The Lime-softening plant is physically capable of producing up to approximately 10.00 mgd, though it is only permitted for 9.30 mgd. The RO plant is estimated to produce a little more than 2.1 mgd of finished water from 2.6 mgd of brackish feed water per RO train when it is pumped through the system for treatment. The RO will have a facility capacity of 12.6 mgd.
³Calculated by subtracting Average Daily Demand from Available Facility Capacity.
⁴CUP permitted maximum daily allocation. Permit expired 12/12/2007. New pending CUP request is for 8.73 mgd withdrawal from the Biscayne aquifer. CUP permitted maximum quantity withdrawn during any consecutive 12 month period during the five years preceding April 1st, 2006.
⁵New pending CUP request for 8.73 mgd maximum withdrawal from the Biscayne aquifer and 10.03 mgd maximum withdrawal from the Floridan aquifer.
⁶Calculated by subtracting Average Daily Demand from Permitted Amount.
⁷Assumes no permitted deficit or surplus since the facility capacity deficit is made up with wholesale purchased water from MDWASD through interconnects.

Source: North Miami 17-Year Water Supply work Plan (2008-2025) Table 4-4 and Appendix D

A deficit is avoided by having purchased water from MDWASD supplement the amount that the CNM Winson WTP produces.

Year 2015 through year 2025 assumes that the City of North Miami will have a new RO facility in operation and won't have to rely on purchased water to make up the deficit. The City is scheduled to have its new RO water treatment plant operating by 2015. Thus, during these years a surplus of potable water is projected since the lime-softening facility and the RO plant will both produce potable water in parallel.

3.3 North Miami Utility Water System

The NM Utility is a multi-jurisdictional water and wastewater utility that furnishes potable water service for a variety of residential, commercial, and industrial customers in northeast Miami-Dade County. The Utility's service area, which covers approximately 13 square miles, consists of North Miami, Biscayne Park, Miami Shores and portions of unincorporated Miami-Dade County. The NM Utility owns, operates, and maintains both separate and interconnected potable systems to meet the area's potable water supply needs.

3.3.1 Interconnected Distribution Resources

NM Utility services its customers by utilizing potable water from its own water treatment plant and purchased treated bulk water from the Miami-Dade Water and Sewer Department (MDWASD). The water purchased from MDWASD currently fulfills 43% of the Utility's finished water needs. The Utility has eight interconnection sites. Seven of the interconnection sites utilized for water purchased from MDWASD and one site is an emergency interconnection site that connects the NM Utility with the City of North Miami Utility. Table 5 lists the location of the NM Utility interconnections sites.

Table 5
North Miami Interconnections

Current Interconnections with MDWASD
N.E. 2 nd Ave & 115 th Street
N.W. 17 th Avenue & 112 nd Street
N.W. 5 th Avenue & 119 th Street
N.W. 6 th Avenue & West Biscayne Canal Road
NE 16 th Avenue & 123 rd Terrace
N.E. 16 th Avenue & 143 rd Street
135 th Street & N.E. 16 th Avenue
Current Interconnections with City of North Miami
1981 N.E. 135 th Street

Source: North Miami Utility

3.3.2 Winson Water Treatment Plant

The NM Utility operates a single water treatment facility, which currently provides approximately 57% of the water needed to meet the demands of the service area. The Winson Water Treatment Plant (WTP) permit allows the Utility to pump 9.3 million gallons of groundwater per day (MGD) from the Biscayne Aquifer. The Utility utilizes an

average of 8.73 MGD, which gives the Utility has the ability to pump an additional 0.57 MGD.

The WTP utilizes an aeration treatment process for hydrogen-sulphide removal, lime-softening, filtration, and chloramines for disinfection.

3.3.3 Raw Water Resources

Eight, 12-inch diameter raw water wells draw water from the Biscayne Aquifer to the WTP (Figure 4). The wells, which were constructed in 1962, range in depth from 56-feet to 124-feet. Two of the wells are located at the WTP and three others are located at nearby parks. Other Miami-Dade County Wellfields and Cones of Influence are depicted in Figure 5.

The water from the wells is transferred to the WTP via raw water mains. According to the North Miami Water Supply Facilities Work Plan, a summary of the mains that serve the Utility is as follows,

“These mains are sized at five different pipe diameters that range from 8-inches to 24-inches. Four raw water wells (Well #3 through Well #6) are connected to an 8-inch main. Water Well #7 and Well #8 are connected to a 10-inch main. The raw water main connections for Well #1 and Well #2 are 12-inches and 10-inches, respectively. The cumulative raw water of six wells (Well #3 through Well #8) are connected into one main sized at 12-inches which then connects into a 20-inch main. The raw water from Well #2 also connects to this 20-inch main. The 20-inch main connects to the final header main leading into the WTP which is sized at 24-inches. The raw water main from Well #1 which is 12-inches also connects to the 24- inches raw water main prior to introduction into the WTP's aerator.”

3.3.4 Water Storage Facilities

The WTP has two above-ground (ground level) tanks that store 2.25 million gallons (MG) of finished water storage. The older tank, which pre-dates 1962, holds 1.5 MG and the newer tank, built in 1964, holds 0.75 MG. These tanks meet the Utility's current potable water and fire flow demands. No other auxiliary tanks are used by the Utility.

3.3.5 Water Transmission and Distribution Pipelines

The WTP has three transmission mains that serve to distribute the water to the service area. According to the North Miami Water Supply Facilities Work Plan, two of the mains are 16-inch and one is a 12-inch ductile iron pipe. The two 16-inch pipes are used primarily to service the areas east of the WTP. One of the 16-inch mains connects to a 20-inch pipe and then to two 12-inch pipes. The 20-inch and one of the two 12-inch pipes connect to a large 30-inch transmission main at different points. This large diameter pipe serves as a main trunkline for distribution on the far, east side of the NM

Utility service area. The other 16-inch reduces to a 12-inch pipe. The 12-inch transmission main which leaves the plant travels west, then north, and expands into the distribution system (Figure 4).

Twelve percent of the water distributed through the NM Utility system is classified as "unaccounted water". In order to address this loss, the Utility has an active and ongoing pipe replacement program.

3.3.6 High Service Pumps

There are six high service pumps that service the WTP, including one backup pump. All five pumps have been in place since before the plant was constructed. The City of North Miami Water Supply Facilities Workplan 2008 – 2025 describes the capacity, size, and rating of these pumps in the following manner:

"The five working pump are rated at 160 TDH and 1,750 RPM. Three 8-inch impellers pumps have a 2,000 gpm (2.88 MGD) rating. Two 5 inch impeller pumps have a 1,000 gpm (1.44 MGD) rating. The backup pump has a rating of 3,000 gpm (4.32 MGD) at 160 feet TDH. The total design pumping capacity of all pumps is approximately 15 mgd."

3.4 Capacity to Meet the Average Day Water Supply Needs

Recognizing the increased demands that will be placed on the NM Utility by future populations, the Utility has undertaken proactive measures to increase its water supply capacity. Specifically, the Utility is working to 1) increase its permitted raw water withdrawal amounts and 2) expand the Winson WTP facility to provide for additional water treatment capacity.

3.4.1 Consumptive Use Permit Renewal

According to the North Miami Water Supply Facilities Work Plan, the NM Utility Consumptive Use Permit which had been issued by SFWMD expired on December 12, 2007. Under the terms of this permit, the Utility's annual allocation of raw water withdrawals from the Biscayne aquifer was limited to 3,395 MG and the maximum daily and annual average allocations are limited to 9.3 MG.

The Utility applied for a renewal of the CUP in October 2007, and is currently going through the renewal process. The renewal application includes a request for a modification to allow withdrawal of 8.73 MGD from the Biscayne aquifer and 10.03 MGD average from the Floridan aquifer for a 20-year duration. This request demonstrates 1) the Utility's plan to rely less on the Biscayne Aquifer as a source of raw water and 2) to pursue using the Floridan Aquifer as an alternative water supply. This will enable the Utility to meet its future water demands.

3.4.2 Winson Water Treatment Plant Expansion

In order to meet increased water demands and provide for the treatment of water from the Floridan Aquifer, the NM Utility has committed to expanding the capacity of the Winson WTP. Although the RO plant was originally scheduled for two phases beginning in 2013, the City has determined that due to fiscal constraints the RO plant should be rescheduled by deferring the project two years. The RO treatment plant will result in an additional 12.6 MGD of capacity and which will be located on the same site as the current plant.

During the construction of these facilities, the Utility will need to coordinate with MDWASD to ensure that water will be available to supplement NM Utility's water service area needs. Currently, the SFWMD LEC Water Supply Plan Update projects that Miami-Dade County will be able to provide water until the year 2025.

Table 6 shows the estimated cost for each phase of this project as originally anticipated. However, as stated above, if the City of North Miami is able to secure all of the monies needed for this project, the NM Utility may seek to complete this expansion in a single phase.

Table 6.
Estimated Cost of Upgrading Winson Water Treatment Plant for
Phase I & Phase II

Program Element	Phase I	Phase II	Total Costs
Lime-Softening Upgrades	\$15,000,000	-	\$15,000,000
Reverse Osmosis	\$42,000,000	\$10,000,000	\$52,000,000
Floridan Wells	\$17,500,000	\$7,500,000	\$25,000,000
Deep Injection Wells	\$10,000,000	-	\$10,000,000
East Storage & Repump Facility	\$10,000,000	-	\$10,000,000
Grand Total	\$94,500,000	\$17,500,000	\$112,000,000

Source: City of North Miami Winson Water Treatment Plant Expansion Feasibility Study

3.5 Conservation

The NM Utility recognizes the intrinsic link between water quality, water availability, and water conservation for both human and natural populations. In order to support this link and promote the sustainable use of potable water resources, the NM Utility will assist the Village implement conservation measures in correlation with the Conservation Element of the Biscayne Park Comprehensive Plan.

Such conservation efforts include:

- Prevention of undue water loss by:
 - o Tracking non-revenue water.
- Promotion of personal water conservation by:
 - o Supporting the County's and SFWMD's landscape irrigation practices and policies.
 - o Exercising water restrictions as needed to address severe water supply issues.
 - o Implementing proactive education, outreach, and demonstration projects which teach, support, and encourage the public to exercise effective water conservation in their homes and businesses.
 - o Encouraging xeriscaping and low-water water irrigation practices.
 - o Actively teaching the community about water conservation through public speaking outreach.

3.6 Reuse

Reclaimed water is not yet available to the NM Utility from MDWASD. NM Utility continues to have discussions with Miami-Dade and SFWMD regarding the potential use of reclaimed water in the future. The following sections further explain the County's efforts to increase use of reclaimed water as detailed in the Miami-Dade County 20-year Work Plan and stresses the willingness for the NM Utility and Village of Biscayne Park to support the County's efforts.

3.6.1 Regional and County-wide Reuse Issues

State law supports reuse efforts. For the past number of years, Florida's utilities, local governments, and water management districts have led the nation in implementing water reuse programs that increase the quantity of reclaimed water used and public acceptance of reuse programs. Section 373.250(1) F.S. provides that "water reuse programs designed and operated in compliance with Florida's rules governing reuse are deemed protective of public health and environmental quality." In addition, Section 403.064(1), F.S., provides that "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

The Village of Biscayne Park and NM Utility support water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 170.0 MGD of water reuse as noted in the County's 20-year water use permit. In the 20-year Work Plan, the County identified a number of water reuse projects and their respective schedules. According to the Plan, "reuse projects to recharge the aquifer with highly treated reclaimed water will be in place before additional withdrawals over the base condition water use are made from the Alexander Orr, Jr. and South Dade subarea wellfields. In addition, reuse irrigation projects are anticipated for the North and Central District Wastewater Treatment Plants. These projects will be implemented in the Cities of North Miami and North Miami Beach, and are currently under construction for Key Biscayne."

3.6.2 Village Specific Actions, Programs, Regulations, or Opportunities

The Village will support the NM Utility, SFWMD, and Miami-Dade County water reuse projects, and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water. Until reclaimed water becomes available for use by its customers, the NM Utility will not promote reclaimed water as a irrigation water alternative.

3.6.3 Identify any Local Financial Responsibilities as Detailed in the CIS

As a service area customer of the NM Utility, the Village does not currently have financial responsibilities for potable water projects including those that support reuse resources.

3.7 Alternative Water Supplies

The NM Utility has determined that the Floridan Aquifer is the only alternative water source available to meet the water demands of the area. As explained in section 3.4.2 of this report, the Utility is working to construct a reverse osmosis treatment plant at the Winson WTP to process water from the Floridan Aquifer.

As part of the construction, 10 new proposed Floridan raw water wells are planned. The raw water wells will utilize 10-inch pipes which will link into a 30-inch pipe at the WTP. Additionally, a 16-inch deep injection well will be used for brine concentrate disposal.

Funding for this project has been scheduled as part of the North Miami Capital Improvement Element. The first part of this project, the engineering design, is expected to be completed this year.

4.0 INTERGOVERNMENTAL COORDINATION

The provision of water supply needs in Village of Biscayne Park is achieved in coordination with local, county, and regional partners including the North Miami Utility, Miami-Dade County, and South Florida Water Management District. NM Utility is Biscayne Park's primary water partner as they provide the Village its water service utilities. Miami-Dade County works in coordination with the Village and NM Utility to ensure that water supply services are provided to all residents of Miami-Dade County in the most efficient and effective manner. SFWMD acts to protect the region's water supply resources and coordinates the implementation of state water regulations and policies through local water planning efforts and water supply services.

4.1 Achieving Level of Service through Coordination

Since the Village does not provide potable water utility services, it must work in coordination to ensure the Village's adopted level of service standards are met.

As described through this report, the Village coordinates the achievement of its adopted level of service standard with the North Miami Utility. The result of this coordination is that the Village has been able to provide its residents and businesses the water resources they need in the most efficient and effective manner possible. In doing so, the Village has been able to effectively maintain its adopted level of service for potable water.

Moreover, by coordinating with the Utility on the implementation of the Work Plan outlined in the North Miami Water Supply Facilities Work Plan 2008-2025, the Village will continue meeting these needs. Through this coordinated effort, the Village will be able to ensure that the water demands of both current and future residents are met.

5.0 CAPITAL IMPROVEMENTS

5.1 Work Plan Projects

Since the Village of Biscayne Park is not responsible for the maintenance, expansion, and operation of the potable water system that serves the community, the Village does not implement any water improvements or construction work projects. Such projects are implemented as a result of user fees, development impact fees, and other fees associated with receiving services from the NM Utility.

5.2 Capital Improvements Schedule

Tables 6 and 7 detail the potable water improvements listed as part of the City of North Miami Capital Improvement Schedule.

Table 7
Potable Water System Projects in the FY 2008 – FY 2012 North Miami Capital Improvement Plan

Potable Water Projects	2008	2009	2010	2011	2012
Water Line Replacement	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Stainless Steel Column Piping	\$25,000	-	-	-	-
New Reverse Osmosis WTP	\$20,838,692	\$12,400,000	\$18,400,000	\$25,300,000	\$12,700,000
Upgrade of Existing Lime Softening WTP	\$9,062,729	\$10,750,000	\$9,000,000	\$0	\$0
Water Plant #6 High Ser Rotating Assembly Replacement	\$10,000	\$0	\$0	\$0	\$0
Lime Slaker Replacement	\$216,591	\$33,182	\$33,182	\$33,182	\$33,182

Source: City of North Miami 17-Year Water supply Work Plan (2008 – 2025) Table 5-3

Note

- None of the water projects listed above are needed to address Level of Service Deficiencies

5.3 Funding

The costs of operating, maintaining, and improving the water and sewers systems are offset by water and sewers fees. The volume of water sold to customers is measured by water meters that are installed at each customer's address. The System is an enterprise fund of the City of North Miami, separate from all other funds of the City of North Miami.

The rates that are charged to customers are reviewed annually and adjusted as needed in order to provide sufficient revenues to offset the administrative, operation,

maintenance, debt service and other expenses set forth in the Department's annual budget.

The NM Utility, through the City of North Miami Capital Improvement Plan, has committed to the modernization and expansion of the WTP and addition of wells. The cost of this project is estimated at \$112,000,000 (2006 dollars). According to the North Miami Water Supply Facilities Work Plan, the City has already approved the financing of these projects via Special Revenue Bonds. Revenue obtained from the issuance of these bonds and water & sewer rate increases will be used to finance the upgrade, design and construction of the water facilities. The City of North Miami will pay for the Special Revenue Bonds through water rate increases to its customers, including those in the Village of Biscayne Park.

A breakdown of the funding allocation over the next five years is included in the City of North Miami's current CIP schedule. All other CIP projects are being funded from a combination of the City's Water and Sewer Revenue and Bond Funds.

6.0 GOALS, OBJECTIVES AND POLICIES

Future Land Use Element

Policy 4.2: The Village of Biscayne Park, through the Land Development Regulations will coordinate the land uses and future land use changes with the availability of water supplies and water supply facilities.

Infrastructure Element

Objective 3: The Village of Biscayne Park shall comply with its Water Supply Facilities Work Plan 2008-2025 (Work Plan) adopted February 2, 2010, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approved its Lower East Coast Water Supply Plan Update on February 15, 2007. The Work Plan will be updated, at a minimum, every 5 years. The Village's Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Village's water demands for the planning period.

Policy 3.1: The Village's Water Supply Facilities Work Plan (2008-2025) is incorporated by reference into the Comprehensive Plan. The Work Plan will be updated, at a minimum every five years, concurrent with the update of the Miami-Dade County 20-Year Water Supply Facilities Work Plan and the City of North Miami 17-Year Water Supply Work Plan (2008-2025), both of which shall also be incorporated in the Village's Work Plan by reference.

Policy 3.2: Coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's regional Water Supply Plan adopted February 15, 2007 and with the Miami-Dade County 20-year Water Supply Facilities Work Plan adopted April 24, 2008 (Notice of Intent published July 18, 2008), and the City of North Miami 17-Year Water Supply Work Plan (2008-2025) adopted August 25, 2009. The Village shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District, County and North Miami plans.

Monitoring Measure: The Work Plan shall remain consistent with the City of North Miami 17-Year Water Supply Work Plan (2008-2025), Miami-Dade County 20-year Water Supply Facilities Work Plan, which is compatible with the Miami-Dade County Water Use Permit renewals and with the projects listed in the South Florida Water Management District's Lower East Coast Regional Water Supply Plan. The Work Plan will be updated,

at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

Conservation Element

- Policy 1.4: Implementation of the Work Plan shall ensure that adequate water supplies and public facilities are available to serve the water supply demands of any population growth that the Village may experience.
- Policy 1.5: The Village shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services and level-of-service standards with the City of North Miami, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.
- Policy 1.6: If in the future there are issues associated with water supply, conservation or reuse the Village will immediately contact City of North Miami to address the corresponding issue(s). In addition, the Village will follow adopted communication protocols with City of North Miami to communicate and/or prepare an appropriate action plan to address any relevant issue(s) associated with water supply, conservation or reuse.
- Policy 1.7: The Village will encourage the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all retrofitted residential and commercial projects.
- Policy 1.8: The Village will require the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all new residential and commercial projects, as required by the Miami-Dade County Water Use Efficiency Standards Ordinance 08-100 (Effective Date January 1, 2009).
- Policy 1.9: The Village shall require the use of sub-metering for all multi-unit residential development which will include: separate meter and monthly records kept of all major water-using functions such as cooling towers and individual buildings in all new and redeveloped multi-family residential projects.
- Policy 1.10: The Village will encourage the use of Florida Friendly Landscape guidelines and principals; gutter downspouts, roof runoff, and rain harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc.) on walkways, driveways and patios.

- Policy 1.11: The Village will participate, when warranted, in the SFWMD's Water Savings Incentive Program (WaterSIP) for large-scale retrofits as recommended by the Lower East Coast Water Supply Plan.
- Policy 1.12: The Village shall coordinate with the City of North Miami to submit a water conservation plan to the County as required by the Miami-Dade County Code, Section 32-83.1. Said Plan shall be updated for the County's approval every five years following submittal and Conserve Florida Guide generated reports shall be filed annually at the close of the fiscal year.
- Policy 1.13: The Village shall require all future developments to comply with the landscape standards in Sections 18-A and 18-B, Code of Miami-Dade County.

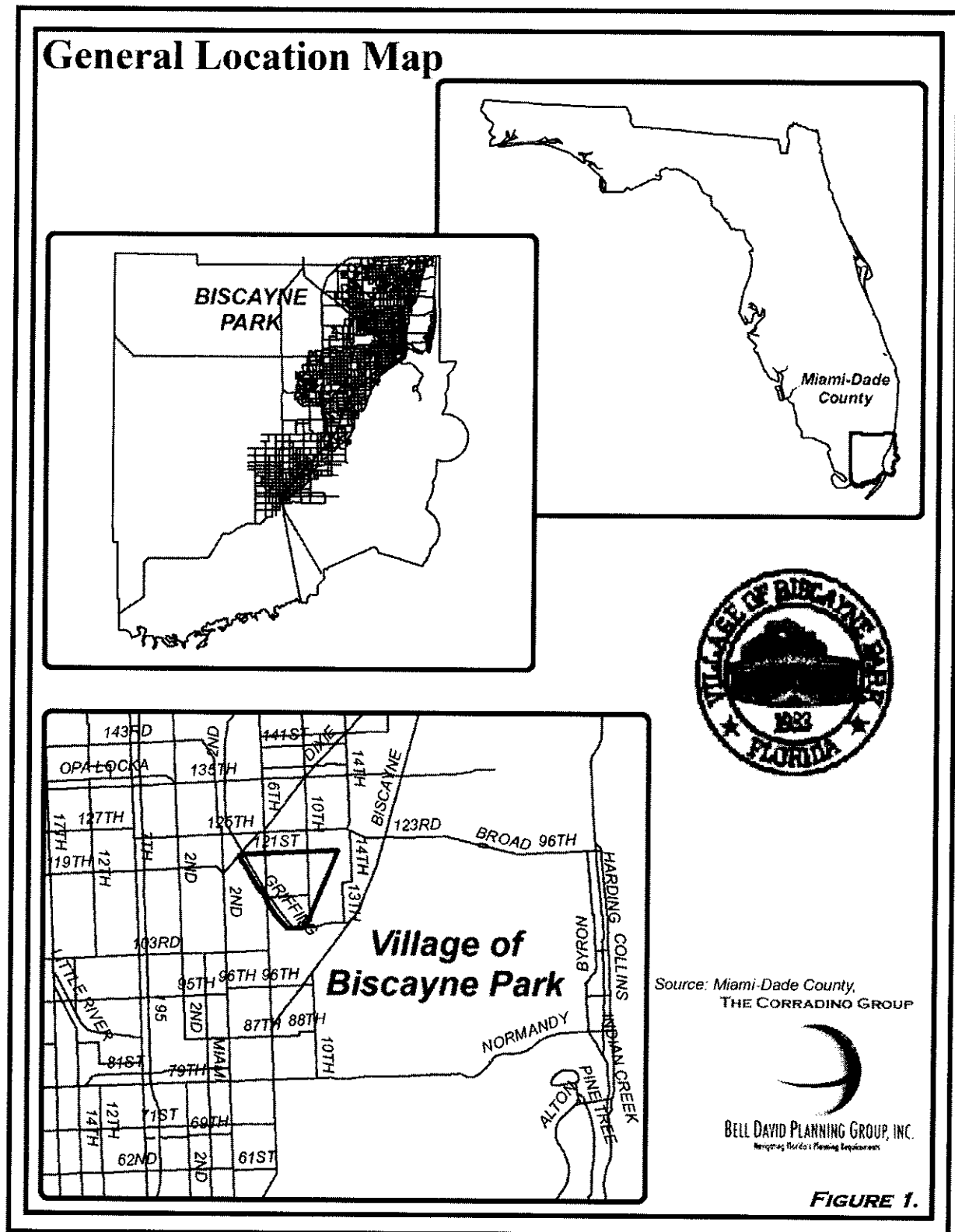
Intergovernmental Coordination Element

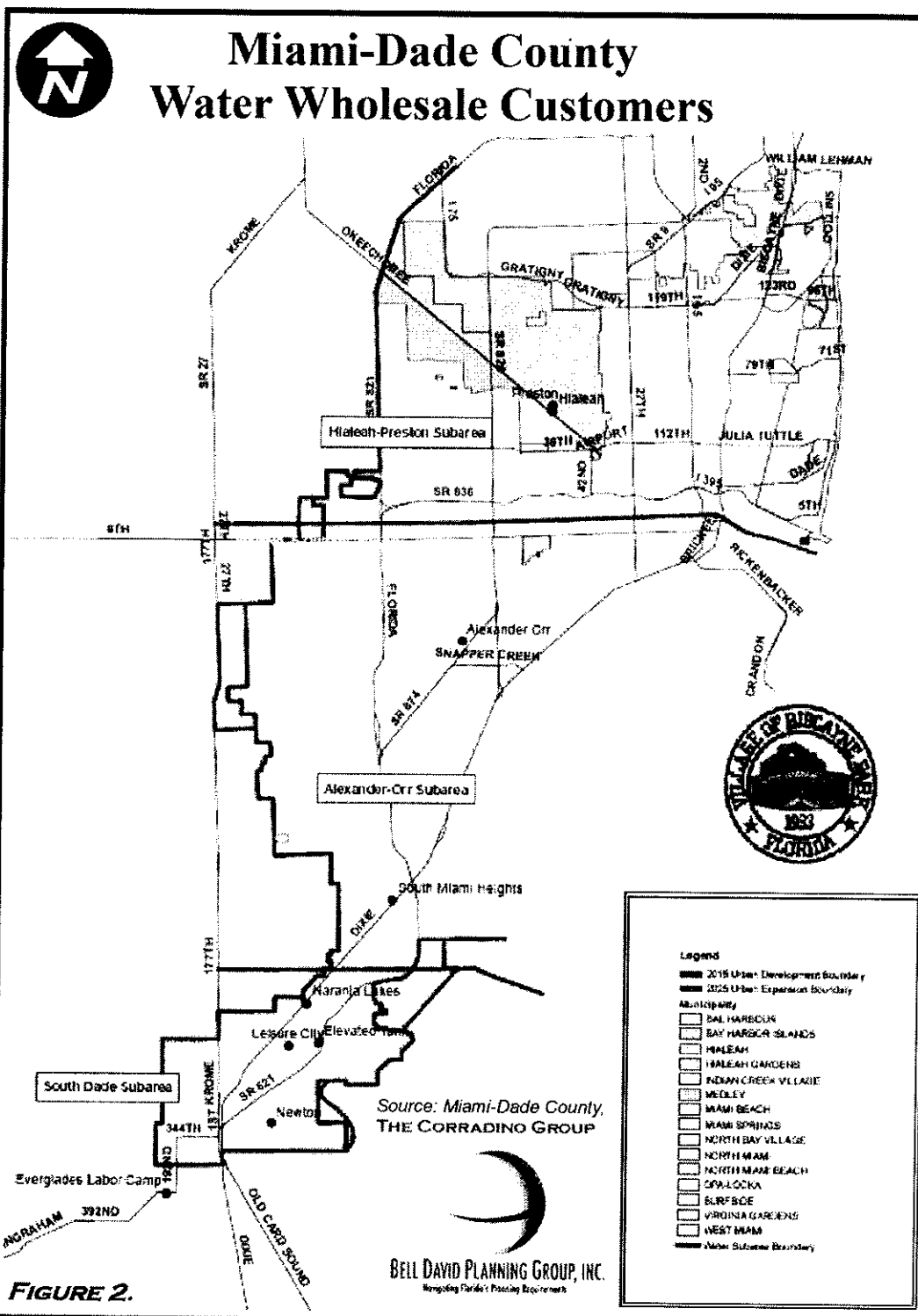
- Policy 2.7: The Village shall coordinate the adopted Comprehensive Plan with the plans of the school board, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, and with the comprehensive plans of adjacent municipalities, with the state comprehensive plan and with the South Florida Water Management District's regional water supply plan.
- Policy 2.8: The Village shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services and level-of-service standards with the City of North Miami, Miami-Dade County WASD, Miami-Dade County Department of Environmental Resources Management, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.
- Policy 2.9: Ensure and identify the consistency of local level of service standards by annually contacting all local governments to which water service is provided and provide current information, including: populations, level of services, service areas, and water supply facilities, and evaluate if future modification to either the service agreement or level of service standards should be include in subsequent Comprehensive Plan Amendments.
- Policy 2.10: Negotiate or renew interlocal agreements with water supply providers ensuring contractual agreement of the adopted level of service standards, service area, populations and time periods for services provided.

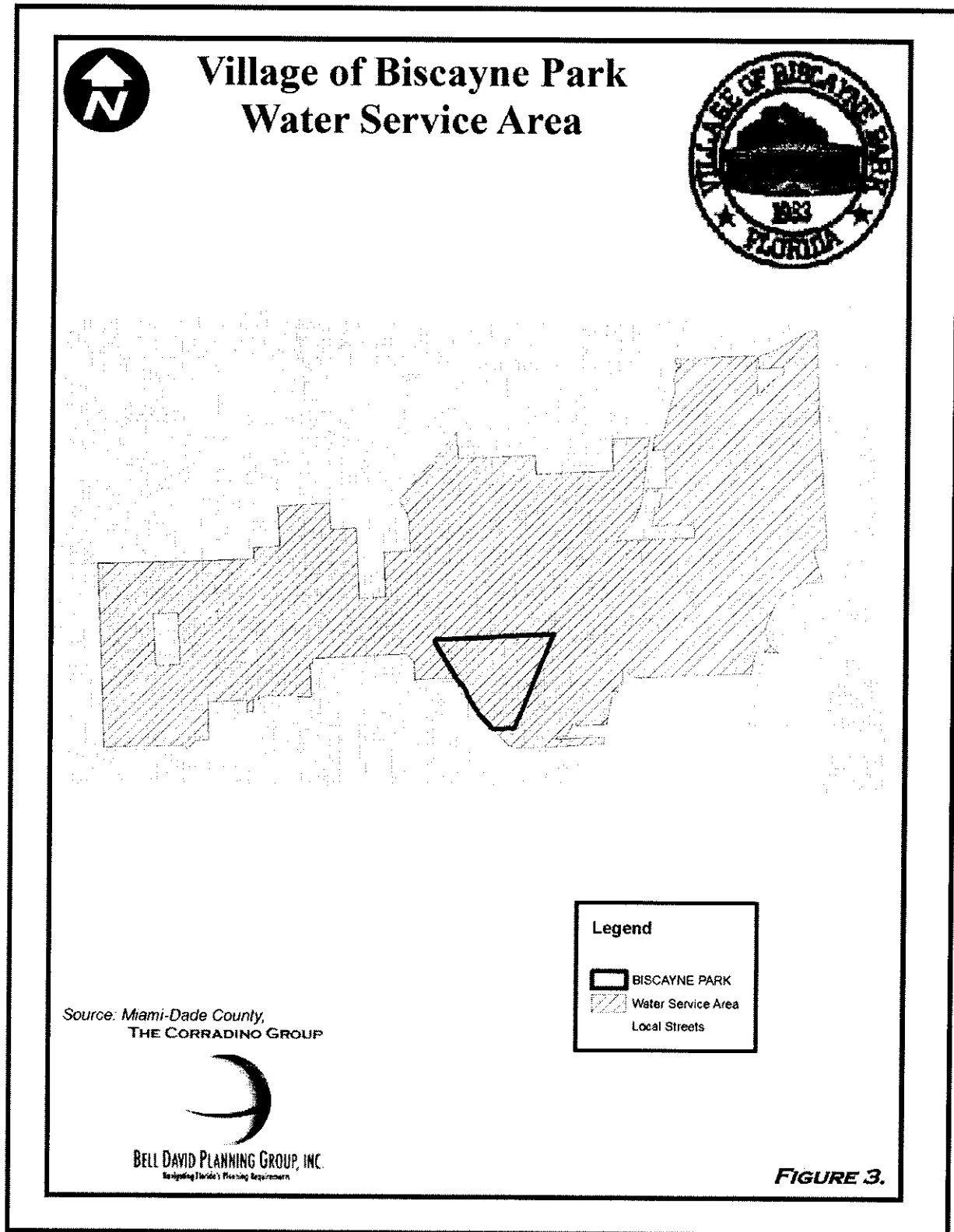
Capital Improvement Element

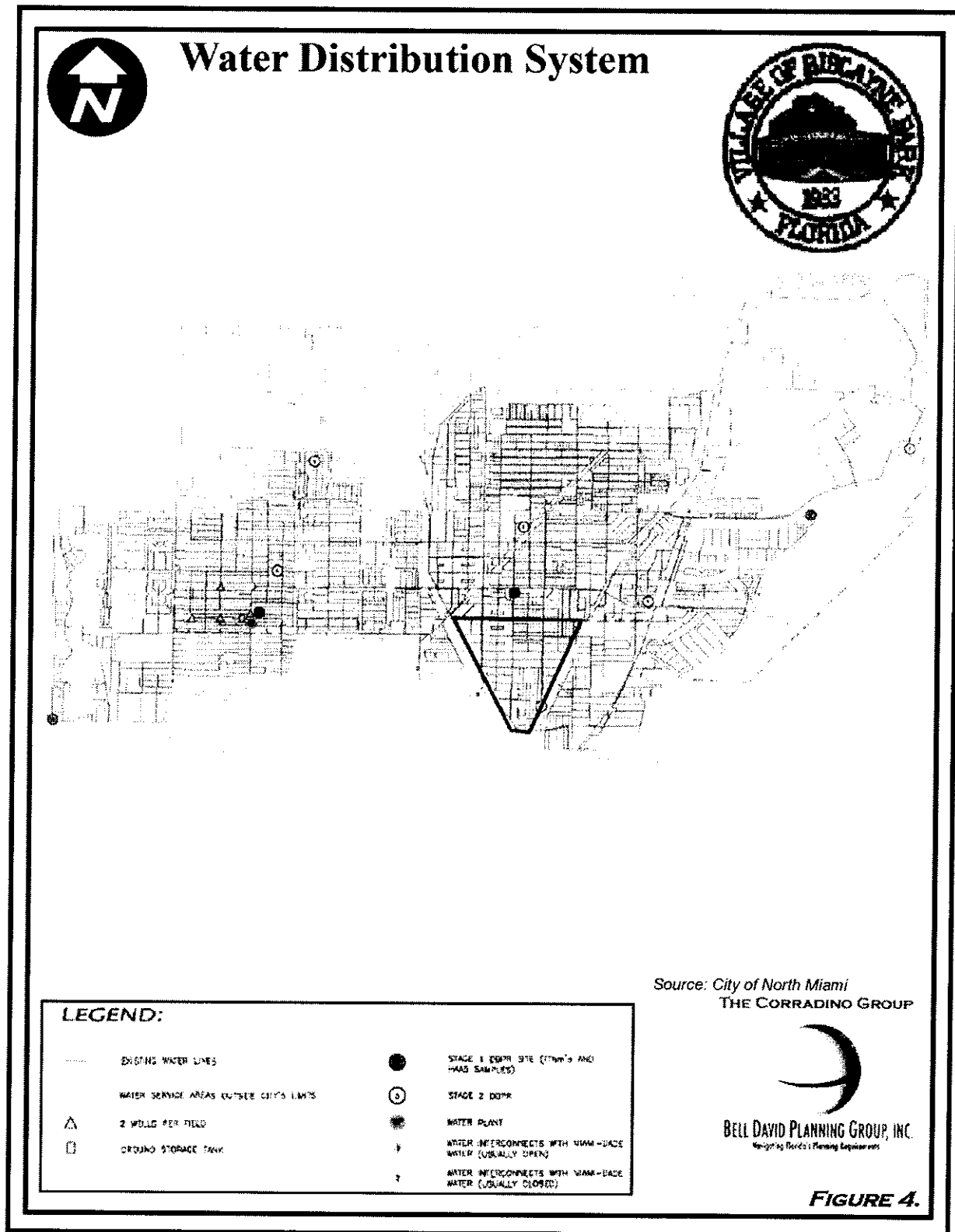
- Policy 2.6: Appropriate mechanisms will be developed and adopted with the City of North Miami, South Florida Water Management District, and Miami-Dade County in order to assure that adequate water supplies are available to all water users. Prior to approval of a building permit or its functional equivalent, the Village of Biscayne Park shall consult with the North Miami Utility to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy. Furthermore, the Village will be responsible for monitoring the availability of water supplies for all water users and for implementing a system that links water supplies to the permitting of new development.
- Policy 2.7 The Village will ensure the financial feasibility of the public water infrastructure system by coordinating its land development practices with the City of North Miami water service production and delivery systems.
- Policy 2.8: The Village shall provide monthly data to the City of North Miami, as required by such entity, to track the amount of water to be allocated for new use.
- Policy 2.9: The Village shall incorporate capital improvements affecting Village levels of service by referencing the Capital Improvements Schedules of the City of North Miami (2008/2009 through 2012/2013), state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its 5-year Schedule of Capital Improvements (Fiscal Years 2008/2009 through 2012/2013). The Village Schedule shall be maintained and updated annually.

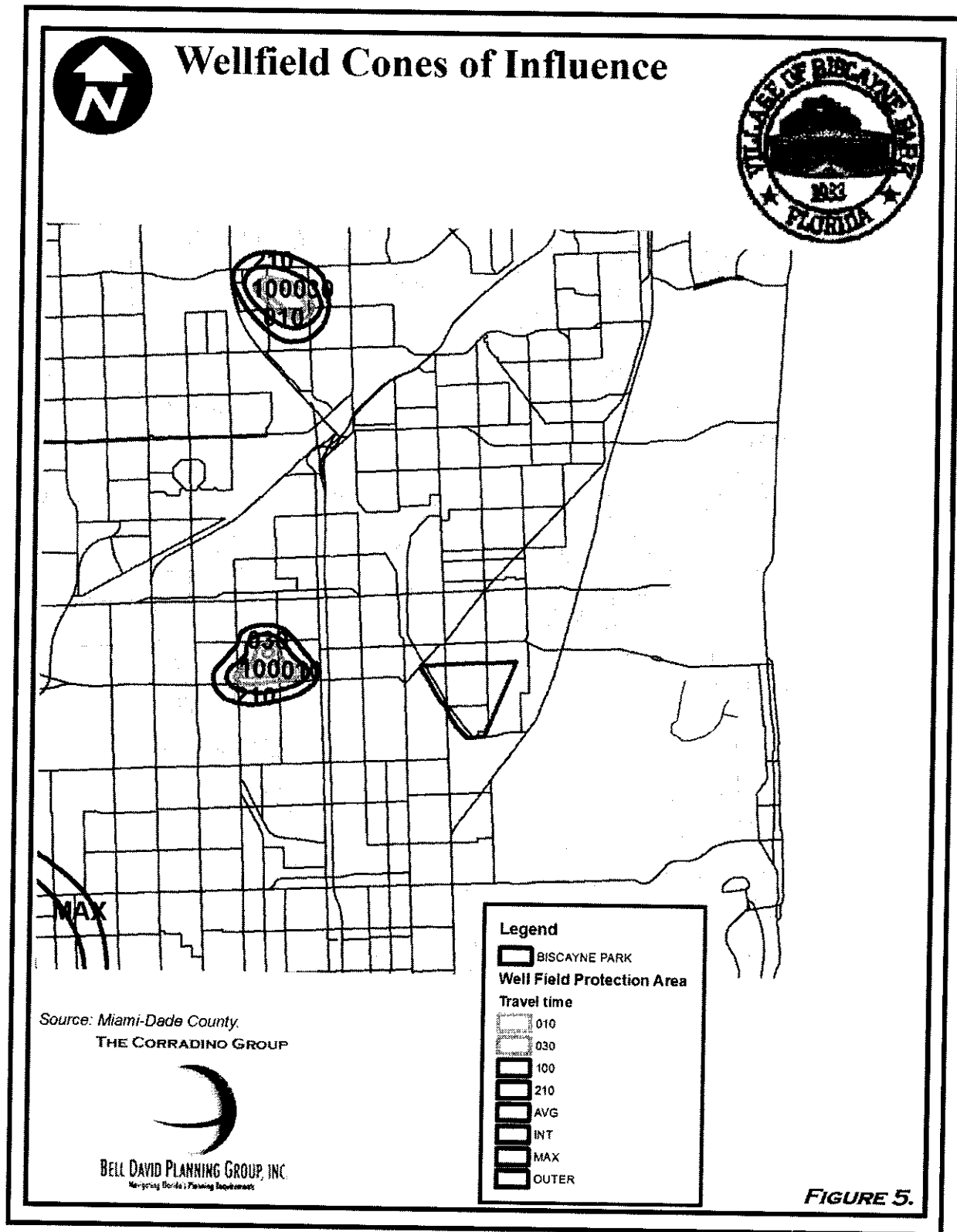
FIGURES





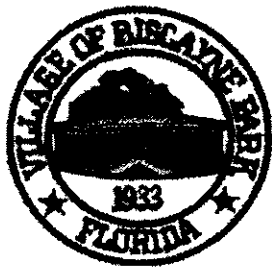






ATTACHMENTS

City of North Miami 17-Year Water Supply Work Plan (2008-2025)
- Adopted August 25, 2009



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

March 31, 2010

To: Mayor Roxana Ross
Vice Mayor Al Childress
Commission Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: Ordinance 2010-6 Accepting the 5-Year Capital Improvement Plan

Background Analysis:

Projects have been discussed and approved by the current and previous Commission to go forward which includes:

- Storm water drainage
- Public Works facility
- Improvements and hardening of the Recreation Center

Fiscal/Budgetary Impact:

As per budgetary appropriations and grants.

Recommendation:

Village Manager recommends approval at second reading for adoption.

ORDINANCE 2010-6

**AN ORDINANCE OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, ACCEPTING
THE 5-YEAR CAPITAL IMPROVEMENT PLAN OUTLINING
SPECIFIC PROJECTS, SUBJECT TO ANNUAL REVIEW;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village Manager has presented to the Village Commission a proposed 5-Year Capital Improvement Plan; and

WHEREAS, the proposed 5-Year Capital Improvement Plan includes the following projects:

- (1) \$200,000 matching grant from the State of Florida for storm water drainage;
- (2) A County General Obligation Bond in the amount of \$356,000 for the building of a Public Works facility;
- (3) A grant from the State of Florida in the amount of \$60,000 for improvements to the Recreation Center to enable it to house the Village's emergency operation center; and
- (4) The expenditure of \$110,000 to be used for improvements to the Recreation Center facility; and

WHEREAS, the Village Commission of the Village of Biscayne Park has reviewed the proposed 5-Year Capital Improvement Plan and deems it to be in the best interests of its citizens to accept same;

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. The 5-Year Capital Improvement Plan, which includes the following is hereby accepted, subject to annual review:

- (1) \$200,000 matching grant from the State of Florida for storm water drainage;
- (2) A County General Obligation Bond in the amount of \$356,000 for the building of a Public Works facility;
- (3) A grant from the State of Florida in the amount of \$60,000 for improvements to the Recreation Center to enable it to house the Village's emergency operation center; and

(4) The expenditure of \$110,000 to be used for improvements to the Recreation Center facility of which \$55,000 is from the County's Safe Neighborhood Park Grant

Section 3. **Effective Date.** This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

The foregoing ordinance upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Attest:

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commission Bernard _____
Commissioner Cooper _____



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

March 31, 2010

To: Mayor Roxana Ross
Vice Mayor Al Childress
Commission Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: Resolution 2010-7 FPL Non-Exclusive Electric Franchise Agreement

Background Analysis:

Our franchise agreement with Florida Power & Light will expire in April 2010. For the past several years former and present Commissions, working with our Village Attorney and Village Manager, have provided for open forums to discuss this agreement.

The advocacy from our Commission, as well as the direction they have provided, has resulted in very intensive and demanding negotiations from our Village Attorney (as recent as last week) to insure that the Village of Biscayne Park is provided with a final agreement that provides the best services, protection and terms.

Fiscal/Budgetary Impact:

The franchise agreement provides for a steady stream of income for the Village. This income can be used for bonding purposes or to pay for long term capital projects to enhance our Village and the services we provide to our residents. This agreement will generate approximately \$120,000 annual revenue for the Village of Biscayne Park for fiscal year 2009-2010. From a management perspective, managing a very challenging budget and with anticipated loss of revenue expected in the upcoming fiscal year from our ad valorem taxes, the loss of this revenue will greatly impact our operations and the level of service we provide for our residents.

Recommendation:

Village Manager recommends approval at second reading for adoption.

village clerk

From: attyhearn@aol.com

Sent: Thursday, April 01, 2010 10:32 AM

To: villageclerk@biscayneparkfl.gov

Cc: vobparchives@biscayneparkfl.gov

Subject: Ordinance 2010- - FPL Franchise

Attached please find the red-lined and clean version of the above captioned Ordinance. The red-lined version identifies the latest and final changes agreed to by FPL. Thanks.

4/1/2010

**RED-LINED VERSION
OF ORDINANCE 2010-7**

ORDINANCE NO. 2010-7

**AN ORDINANCE OF THE VILLAGE COMMISSION OF
THE VILLAGE OF BISCAYNE PARK, FLORIDA,
GRANTING FLORIDA POWER & LIGHT COMPANY, ITS
SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE
ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND
CONDITIONS RELATING THERETO; PROVIDING FOR
MONTHLY PAYMENTS TO THE VILLAGE OF
BISCAYNE PARK, FLORIDA; PROVIDING FOR
CONFLICT; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village Commission of the Village of Biscayne Park, Florida recognizes that the Village of Biscayne Park and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investment of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village of Biscayne Park does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between the Village of Biscayne Park and FPL, the terms of which are set forth in Village of Biscayne Park Ordinance No. 201, passed and adopted April 1, 1980, and FPL's written acceptance thereof dated April 28, 1980 granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

WHEREAS, FPL and the Village of Biscayne Park desire to enter into a new Agreement (New Franchise Agreement) providing for the payment of fees to the Village of Biscayne Park in exchange for the nonexclusive right and privilege of supplying electricity and other electric related services within the Village of Biscayne Park free of competition from the Village of Biscayne Park, pursuant to certain terms and conditions, and

WHEREAS, the Village Commission ~~considers~~ the Village of Biscayne Park to be a unique residential bedroom community whose residents' accounts with FPL are largely residential rather than industrial or commercial, and

Deleted: of

Deleted: considers itself

WHEREAS, the Village Commission of the Village of Biscayne Park deems it to be in the best interest of the Village of Biscayne Park and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE
COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Biscayne Park, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other electric related services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 3. The facilities of Grantee shall be so located or relocated and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; but not so as unreasonably to interfere with the proper operation of Grantee's facilities and service. When any portion of a street is excavated by Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation, and said replacement shall be performed in accordance with all applicable reasonable rules and regulations of Grantor and any other governmental agency having permitting authority. Grantee's obligations with respect to replacement of streets as set forth above shall continue whether or not Grantee is notified by Grantor in any specific case.

This agreement does not affect any rights which the Grantor may otherwise possess pursuant to Florida law with respect to the siting of Grantee's transmission lines.

Section 4. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. All rates and rules and regulations established by the Grantee from

time to time shall be subject to such regulation as may be provided by law.

Section 6. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem real and personal property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's electric utility property, business or operations and those of its electric utility subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 5.9 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 5.9 percent of such revenues for any monthly billing period of the Grantee. The Grantee shall continue to receive franchise payments under the Current Franchise Agreement during the period between the effective date of this New Franchise Agreement and the first payment hereunder, provided that this New Franchise Agreement is adopted by the Village Commission prior to the date of expiration of the Current Franchise Agreement.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, as in the existing franchise Ordinance No. 201, to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental

entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 7. If during the term of this franchise the Grantee enters into a franchise agreement with any other municipality located in Miami-Dade County, Florida where the number of Grantee's active electrical customers is equal to or less than 52,000, the terms of which provide for the payment of franchise fees by the Grantor at a rate greater than 5.9% of the Grantee's residential, commercial and industrial revenues (as such customers are defined in FPL's tariff), under the same terms and conditions as specified in Section 6 hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 6 hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other Miami-Dade County municipality, provided, however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other Miami-Dade County municipality. Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 8. (A) As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (i) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate

Deleted: 0

consumer of electric utility service (herein called a “retail customer”) or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (ii) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer’s facility(ies), and (iii) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor’s facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act or from utilizing generators and/or generating equipment during emergency situations. Additionally, nothing herein shall prohibit Grantor from adopting or complying with environmental initiatives which enable or require Grantor to generate electrical energy for consumption at facilities owned or operated by Grantor, provided that such initiatives and the implementation of same do not violate any of the terms or conditions of this New Franchise Agreement, specifically including but not limited to the provisions enumerated in Section 8 herein.

(B) Grantor may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned by the Grantor for storage or utilization at that facility or other facilities, operations or equipment, provided that delivery of that electric capacity and/or energy does not extend beyond Grantee’s Point of Service for those facilities, and (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at Grantor’s facilities; and (iii) sell electric capacity and/or energy to Grantee in compliance with applicable rules and regulations controlling such transactions.

(C) Nothing herein shall prohibit the Grantor, if permitted by law,

(i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates which equal or better the other person's offer, then Grantor may elect to purchase electric capacity and/or electric energy from the other person, and the balance of all of the terms and conditions of this franchise shall remain in effect.

Section 9. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such

terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 10. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 11. Failure on the part of the Grantee to comply in any substantial

respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 12. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 6 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 13. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the three (3) years preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained, and each party shall bear its own

costs, fees and expenses associated with any such reasonable examination of the records prepared and kept by Grantee in the ordinary course of Grantee's business. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 201 not asserted in writing within one hundred fifty (150) days after the effective date of this Ordinance.

Section 14. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 15. Grantor acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to the Grantee herein, and accepted by the Grantee as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by the Grantee as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida. Grantor agrees to indemnify and hold Grantee harmless against any and all liability, loss, cost, damage and expense incurred by Grantee in respect to any claim

asserted by Miami-Dade County against Grantee arising out of the franchise set out in the above referenced ordinances for the recovery of any sums of money paid by Grantee to Grantor under the terms of this New Franchise Agreement. Grantee acknowledges and Grantor hereby relies on the Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this franchise.

Section 16. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 17. Ordinance No. 201, passed and adopted April 1, 1980 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 18. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this 2nd day of March, 2010.

PASSED AND ADOPTED on second reading this _____ day of _____, 2010.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

The foregoing ordinance upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Mayor Ross
Vice Mayor Childress

Formatted: Superscript

Deleted:

Deleted:

Deleted: The foregoing ordinance upon being put to a vote, the vote was as follows:

_____, Mayor

_____, Vice Mayor

_____, Commissioner

Attest: _____, Commissioner

_____, Commissioner

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Commissioner Anderson
Attest: _____
Commission Bernard

Commissioner Cooper

Maria, Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**FINAL VERSION
OF ORDINANCE 2010-7**

ORDINANCE NO. 2010-7

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, GRANTING FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Commission of the Village of Biscayne Park, Florida recognizes that the Village of Biscayne Park and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investment of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village of Biscayne Park does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between the Village of Biscayne Park and FPL, the terms of which are set forth in Village of Biscayne Park Ordinance No. 201, passed and adopted April 1, 1980, and FPL's written acceptance thereof dated April 28, 1980 granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

WHEREAS, FPL and the Village of Biscayne Park desire to enter into a new Agreement (New Franchise Agreement) providing for the payment of fees to the Village of Biscayne Park in exchange for the nonexclusive right and privilege of supplying electricity and other electric related services within the Village of Biscayne Park free of competition from the Village of Biscayne Park, pursuant to certain terms and conditions, and

WHEREAS, the Village Commission considers the Village of Biscayne Park to be

a unique residential bedroom community whose residents' accounts with FPL are largely residential rather than industrial or commercial, and

WHEREAS, the Village Commission of the Village of Biscayne Park deems it to be in the best interest of the Village of Biscayne Park and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE
COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Biscayne Park, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other electric related services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 3. The facilities of Grantee shall be so located or relocated and so

erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; but not so as unreasonably to interfere with the proper operation of Grantee's facilities and service. When any portion of a street is excavated by Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation, and said replacement shall be performed in accordance with all applicable reasonable rules and regulations of Grantor and any other governmental agency having permitting authority. Grantee's obligations with respect to replacement of streets as set forth above shall continue whether or not Grantee is notified by Grantor in any specific case.

This agreement does not affect any rights which the Grantor may otherwise possess pursuant to Florida law with respect to the siting of Grantee's transmission lines.

Section 4. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 6. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem real and personal property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's electric utility property, business or operations and those of its electric utility subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 5.9 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 5.9 percent of such revenues for any monthly billing period of the Grantee. The Grantee shall continue to receive franchise payments under the Current Franchise Agreement during the period between the effective date of this New Franchise Agreement and the first payment hereunder, provided that this New Franchise Agreement is adopted by the Village Commission prior to the date of expiration of the Current Franchise Agreement.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, as in the existing franchise Ordinance No. 201, to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for

propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 7. If during the term of this franchise the Grantee enters into a franchise agreement with any other municipality located in Miami-Dade County, Florida where the number of Grantee's active electrical customers is equal to or less than 52,000, the terms of which provide for the payment of franchise fees by the Grantor at a rate greater than 5.9% of the Grantee's residential, commercial and industrial revenues (as such customers are defined in FPL's tariff), under the same terms and conditions as specified in Section 6 hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 6 hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other Miami-Dade County municipality, provided, however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other Miami-Dade County municipality. Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 8. (A) As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (i) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical

distribution system established solely to serve any retail customer formerly served by the Grantee, (ii) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (iii) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act or from utilizing generators and/or generating equipment during emergency situations. Additionally, nothing herein shall prohibit Grantor from adopting or complying with environmental initiatives which enable or require Grantor to generate electrical energy for consumption at facilities owned or operated by Grantor, provided that such initiatives and the implementation of same do not violate any of the terms or conditions of this New Franchise Agreement, specifically including but not limited to the provisions enumerated in Section 8 herein.

(B) Grantor may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned by the Grantor for storage or utilization at that facility or other facilities, operations or equipment, provided that delivery of that electric capacity and/or energy does not extend beyond Grantee's Point of Service for those facilities, and (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at Grantor's facilities; and (iii) sell electric capacity and/or energy to Grantee in compliance with applicable rules and regulations controlling such transactions.

(C) Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii)

from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates which equal or better the other person's offer, then Grantor may elect to purchase electric capacity and/or electric energy from the other person, and the balance of all of the terms and conditions of this franchise shall remain in effect.

Section 9. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days

in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 10. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 11. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no

such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 12. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 6 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 13. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the three (3) years preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained, and each party shall bear its own costs, fees and expenses associated with any such reasonable examination of the records

prepared and kept by Grantee in the ordinary course of Grantee's business. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 201 not asserted in writing within one hundred fifty (150) days after the effective date of this Ordinance.

Section 14. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 15. Grantor acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to the Grantee herein, and accepted by the Grantee as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by the Grantee as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida. Grantor agrees to indemnify and hold Grantee harmless against any and all liability, loss, cost, damage and expense incurred by Grantee in respect to any claim asserted by Miami-Dade County against Grantee arising out of the franchise set out in the

above referenced ordinances for the recovery of any sums of money paid by Grantee to Grantor under the terms of this New Franchise Agreement. Grantee acknowledges and Grantor hereby relies on the Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this franchise.

Section 16. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 17. Ordinance No. 201, passed and adopted April 1, 1980 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 18. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this 2nd day of March, 2010.

PASSED AND ADOPTED on second reading this ____ day of _____, 2010.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

The foregoing ordinance upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

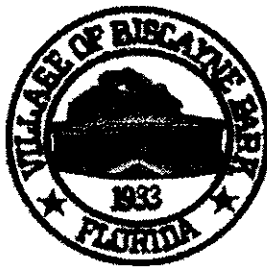
Attest:

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commission Bernard _____
Commissioner Cooper _____

Maria Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Date: 03/11/2010

To: Vice Mayor Al Childress
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Mayor Roxanna Ross

Re: Resolution 2010-11 - Supporting The Florida League of Cities
2010 Legislative Action Agenda

REQUEST:

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT AND OPPOSE CERTAIN ISSUES DURING THE 2010 LEGISLATIVE SESSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Florida League of Cities (FLC) is the united voice for Florida's municipal governments. Its goals are to promote local self-government and serve the needs of Florida's municipal governments. The League is founded on the belief that local self-government is the keystone of American democracy. The FLC has established its 2010 Legislative Action Agenda to serve the interests of municipal governments. That agenda is articulated in this Resolution for consideration by the Commission. The Commission may choose to support the entire agenda in whole, or select only those issues that best serve the interests of our residents for adoption.

FISCAL/BUDGETARY IMPACT:

Minimal impact caused by the adoption and transmittal of resolution to the appropriate governing bodies.

RECOMMENDATION:

Upon review for sufficiency by our Village Attorney, Mayor recommends approval.

RESOLUTION NO. 2010 – 11

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT AND OPPOSE CERTAIN ISSUES DURING THE 2010 LEGISLATIVE SESSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, a majority of Florida's municipalities are challenged to meet the increasing infrastructure, affordable housing, transportation, service demands and water quality needs of their citizens; and

WHEREAS, Florida municipalities are dependent on other governmental entities for financial stability and presently the state, counties, and school districts, control most funding sources authorized for implementing growth management capital improvements and complying with concurrency requirements; and

WHEREAS, municipal self-determination and local self-determination are constantly under challenge from a variety of public and private interests; and

WHEREAS, the role and function of municipal government is constantly evolving from new demands from its citizens and businesses;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, that this Commission:

Section 1: Urges Governor Charlie Crist and members of the Florida Legislature to act on the following issues:

- A. Amendment 4: Support legislation which requires that as a prerequisite to filing an application for a comprehensive plan amendment or development order, an applicant must meet minimum requirements established in statute for citizen input and participation; but, oppose Amendment 4, the proposed constitutional amendment that would require voter approval of all changes to local comprehensive land-use plans.
- B. Department of Community Affairs (DCA) Agency Sunset Review: Support legislation resulting from agency sunset review that maintains the DCA as a distinct department; but, that clarifies the role of the state in the local comprehensive planning process while respecting municipal home rule, and which provides the DCA and municipalities with the necessary tools to carry out state growth management mandates.
- C. Effective Public Notice: Support legislation that authorizes municipalities to provide effective public notice and advertising for various appropriate matters by means other than newspapers, such as direct mailings, physical posting of property, Internet posting, free

publications, government access television channels, and other suitable alternatives. (Ad valorem millage-setting notices would continue to be provided in newspaper ads.)

- D. Energy Policy: Support legislation that provides incentives for the development and implementation of renewable and alternative energy and transportation fuel sources; encourages mass transit and energy-efficiency practices; provides funding for local governments to assist in state energy policies such as green building and carbon emission reductions; and provides technical assistance and funding to municipalities to implement a comprehensive sustainable energy policy. But oppose legislation that authorizes oil and gas exploration within Florida's territorial waters until an unbiased study commission comprised of scientists, local governments, business interests, other experts and interested parties has analyzed the economic and environmental impacts resulting from all new energy sources, including solar, tidal, biomass and other alternative options, as well as oil and gas exploration within Florida's territorial waters.
- E. Foreclosures: Support legislation that provides increased lien superiority for municipal repair and maintenance liens on properties that have undergone foreclosure proceedings.
- F. Issue Campaign Financing/Prohibition on Local Government Expenditures: Support legislation to remove any restrictions on municipalities when they make expenditures in issue campaigns.
- G. Municipal Firefighter or Police Officer Pension Plans: Support legislation that provides comprehensive municipal firefighter and police officer pension reform. Any comprehensive pension reform package should address the issue of statutory presumptions, and maximum benefits should be based on actual base salary. Alternatives to defined benefit programs should be incentivized and cities that join the Florida Retirement System for firefighters or police officers should be allowed to purchase past service credit at the 3 percent rate, rather than the current law 2 percent rate. Pensions boards should not consist of a majority of plan members and all plans and plan expenses should receive third party independent review. If a firefighter or police officer pension plan does not accept insurance premium tax revenues, then the insurance premium tax should not be charged in that jurisdiction.
- H. Revenue Caps: Oppose legislation that includes "one size fits all" caps on revenues and expenditures. If the Legislature chooses to move forward with a Taxpayer Bill of Rights (TABOR) proposal, such a proposal must address the following principles:
 - (1) Any revenue cap proposal must include a complete prohibition on unfunded mandates to local governments or an exemption of any unfunded mandates from the cap.
 - (2) Any revenue cap proposal must apply equally to all levels of government in Florida, including state government;
 - (3) Any revenue cap proposal must focus on revenues or expenditures, but not both;

- (4) The following revenue sources should be exempt from any revenue cap proposal: proprietary funds; state and federal funds; referendum expenditures, if any; one-time revenues including but not limited to donations, grants, sale of property, settlement of disputes, etc.; revenues not subject to the control of the receiving government; revenues committed to the repayment of debt; franchise fees and contractual revenues; revenues from voluntary recreational services; and funds received or expended in response to a catastrophic event.
 - (5) Any revenue cap proposal should exempt all cities with a population of 10,000 or less.
 - (6) Any revenue cap proposal should include a “time-out” provision in case it becomes necessary to suspend the revenue cap proposal.
 - (7) Any growth multiplier should reflect the inflation of the expenses incurred by local governments in providing services to citizens.
- I. Unfunded Mandates: Support legislation that strengthens the prohibition on existing and new unfunded mandates, requires enhanced quantification of the costs to cities and necessitates full funding sources be assigned whenever unfunded mandates are identified.
 - J. Water Management District Governance: Support legislation that amends the powers and duties of water management districts. Such legislation should:
 - (1) require legislative ratification of any proposed rule change by a water management district that imposes a financial impact on a local government;
 - (2) require water management districts to conduct a comprehensive assessment of existing water supplies and analyze the impact of the existing consumptive-use permitting process on regional water supplies;
 - (3) clarify that water management districts lack authority over reclaimed water;
 - (4) specify that water management districts have no authority to require local government adoption or repeal of ordinances or to mandate the review or approval of any ordinance; and
 - (5) Restore the authority of the governing boards, eliminated by SB 2080 during the 2009 legislative session, to take final action on permit applications or petitions for variances or waivers of permitting requirements.

Section 2: Directs the Clerk of the Village to transmit copies of this Resolution to the Governor, Senate President, Speaker of the House, the Miami-Dade County Legislative Delegation and the Florida League of Cities.

Section 3: Directs the Village Manager to include this item in the 2010 state legislative package, and Village elected officials to advocate for the issues identified in Section 1, above.

Section 4: Severability: Should any section, paragraph, sentence, phrase, clause or other part of any provision of this Resolution be declared by a court of competent jurisdiction to be invalid, unlawful, or unconstitutional, the same shall not affect the validity of this Resolution as a whole or any part thereof and to that extent, the terms of this Resolution are hereby declared to be severable.

Section 5: Effective Date: This Resolution shall become effective immediately upon its passage and adoption by majority vote of the Commission of the Village of Biscayne Park, Florida.

PASSED AND ADOPTED this _____ day of _____, 2010.

The foregoing resolution upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Mayor Ross _____

Vice Mayor Childress _____

Commissioner Anderson _____

Attest:

Commissioner Bernard _____

Commissioner Cooper _____

Village Clerk

Approved as to form:

John H. Hearn, Village Attorney



Date: 3 / 29 / 10

To: Ana Garcia

From: Bryan Cooper

Re: Addition to agenda

REQUEST:

ENTERPRISE FUND OR OTHER FUNDING WORKSHOP TO OCCUR BEFORE FINAL VOTE ON FPL FRANCHISE AGREEMENT

BACKGROUND AND ANALYSIS:

GIVEN FINDINGS ON THE FLEXIBILITY THE VILLAGE HAS IN CREATING ENTERPRISE FUNDS (EF) OR OTHER FUNDING, REVIEW THE ABILITY TO CREATE AN "EF" AS AN ALTERNATE SOURCE OF FUNDING TO REPLACE THE FPL FRANCHISE AGREEMENT.

FISCAL/BUDGETARY IMPACT:

NONE FOR THE WORKSHOP (EXCEPT OUR TIME); LONG TERM BUDGET IMPACT IS TO INCREASE THE SOLVENCY OF BISCAYNE PARK.

RECOMMENDATION:

?

PLANNING & ZONING

Member	Appointed By	Comment
Gage Hartung	<Prior>	Chair
Mario Rumiano	<Prior>	
Andrew Olis	<Prior>	
Fred Jonas	Mallette	
Doug Tannehill	<Prior>	Alternate - Needs to be re-agreed on by Commission?
Elizabeth Hornbuckle	Anderson	
	Bernard	Needs to re-appoint one of the current members or appoint new?
	Cooper	Needs to re-appoint one of the current members or appoint new?
	Childress	Needs to re-appoint one of the current members or appoint new?
	Ross	Needs to re-appoint one of the current members or appoint new?

Code Enforcement

Member	Appointed By	Comment
Harvey Bilt	Anderson	
Lily Harper	<Prior>	
Dale Blanton	<Prior>	
Jim Reeder	<Prior>	
David Coviello	Childress	
Carmen Wolin	Ross	
Ray Irazari	Ross	Alternate - Needs to be agreed on by Commission majority.
	Bernard	Needs to re-appoint one of the current members or appoint new?
Victor Cannon	Cooper	

Code Review

Member	Appointed By	Comment
Gage Hartung	<Prior>	Automatic from P&Z
Andrew Olis	<Prior>	Automatic from P&Z
Fred Jonas	Mallette	Automatic from P&Z
Dan Keys	<Prior>	
Gary Kuhl	Anderson	
Harvey Bilt	Anderson	Automatic from Code Enforcement
Dale Blanton	<Prior>	Automatic from Code Enforcement
David Coviello	Childress	New Code Enf member. Need to verify will be on this board, too?
Carmen Wolin	Ross	New Code Enf member. Need to verify will be on this board, too?
Ray Irazari	Ross	Alt Code Enf member pending commission agreement. Need to verify will be on this board, too?
Judi Hamelburg	<Prior>	
	Bernard	Needs to re-appoint one of the current members or appoint new?
Victor Cannon	Cooper	New Code Enf member. Verified that will serve on this board, too.
The members below are from P&Z or Code Enf, but have never attended any Code Review meetings.		
Jim Reeder		
Mario Rumiano		
Doug Tannehill		

Elizabeth Hornbuckle		
----------------------	--	--

Recreation Advisory Board

Member	Appointed By	Comment
Ron Gwynn	Anderson	
James Murphy	Bernard	
Vicki Mallette O'Brien	Childress	
John Holland	Cooper	
Helga Silva	Ross	
Rachel O'Conner	Ross	Alternate - Needs to be agreed on by Commission majority.

Parks & Parkway Advisory Board

Member	Appointed By	Comment
Dan Keys	Anderson	
Barbara Kuhl	Childress	
Barbara Kiers	Cooper	
Randy Wagoner	Ross	
Jane Ansley	Anderson	Alternate - Needs to be agreed on by Commission majority.
Lynn Fisher	Hornbuckle	
Mary Ann Jones		Alternate - Needs to be agreed on by Commission majority.
	Bernard	Needs to re-appoint one of the current members or appoint new?

Ecology Board

Member	Appointed By	Comment
Victor Romano	Anderson	
Matt Davis	Bernard	
Art Pyle	Childress	
Tom Pliske	Cooper	
Tracy Truppmann	Ross	
Linda Domin	Ross	Alternate - Needs to be agreed on by Commission majority.
Linda Carrington	Anderson	Alternate - Needs to be agreed on by Commission majority.